

# DIVISION OF WATER RIGHTS

## STATEMENT OF WATER DIVERSION AND USE ROUTE SLIP FOR AN INACTIVE DIVERSION OF WATER

STATEMENT # S 000 404

CLAIMANT EAST CONTRA COSTA IRRIG. DIST DATE RECEIVED 3/14/1967

DATE	INITIALS	ROUTE	PROBLEMS
9/30/08 BJR		1. DMU/WQ CERT UNIT Staff	<p>a. Ownership Change</p> <p>___ Returned mail, owners current address unknown</p> <p>___ New owner, no forwarding address</p> <p>b. Conflict with riparian doctrine</p> <p>___ Appears non-riparian to source</p> <p>___ Applicant claims post 1914 storage</p> <p>___ Data</p> <p>___ For tributary unknown</p> <p>___ ment</p> <p>___ RESPONSE</p> <p>___ is now INACTIVE</p> <p>___ OD's</p> <p>___ POD. Response letter</p> <p>___ to file folder</p> <p>___ loose correspondence</p>
		2. FILEROOM	

*Need to  
file new  
Statement  
for ea POE*

*Need to call this  
person*

### COMMENTS:

POSSIBLE CHANGE IN POD/  
WATER TRANSFERS NEED OVERVIEW SENT?  
CLAIMS PRE-14 RIGHTS PARTY IN  
ACTIVE (417 373)



S000404%S%2004

2002, 2003, 2004

**SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE**

If the information below is inaccurate, please line it out in red and provide current information.

Notify this office if ownership or address changes occur during the coming year.

**Please Complete and Return This Form by JULY 1, 2005.**

\*If the mail recipient's name, address or phone No. is wrong or missing, please correct.

**Owner of Record:** EAST CONTRA COSTA IRRIGATION DISTRICT;

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

**EAST CONTRA COSTA IRRIGATION DISTRICT**

STATEMENT NO.: S000404  
CONTACT PHONE NO.: (510) 634-5951

~~PO BOX 696~~ 626 1st St.  
**BRENTWOOD, CA 94513**

**Source Name:** INDIAN SLOUGH + ROCK SLOUGH (CCWD)  
**Tributary To:** OLD RIVER  
**County:** Contra Costa  
**Diversion Within:** NW1/4 of SW1/4 Section 18, T01N, R04E, M08 S01M  
+ NE 1/4 of Section 35, T02N, R03E, M08 S01M

**Year of First Use:** 1912 ✓  
**Parcel Number:** 15-310-150-0

A. **Water is Used Under:** Riparian claim \_\_\_\_\_ Pre-1914 right ☒ Other (explain): \_\_\_\_\_

B. **Year of First Use:** (Please provide if missing above) \_\_\_\_\_ ✓

C. **Amount of Use:** Enter the amount (or the approximate amount) of water used each month, using the table below.

Amounts below are in: Gallons			Million Gallons (MG)				Acre-feet (AF)				Other		Total Annual
Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
2002	67	283	707	3046	4132	7207	6787	4148	3020	1942	692	148	32,179
2003	76	109	234	1625	522	6740	7154	5228	4165	1927	210	116	32,805
2004	88	119	1343	4580	6429	6536	6235	5251	3740	1309	186	100	35,910

D. **Purpose of Use** - Specify number of acres irrigated, stock watered, persons served, etc.

Irrigation 10,000 acres; Stockwatering 0; Domestic 55,000;

Other (specify) \_\_\_\_\_

E. **Changes in Method of Diversion** - Describe any changes in your project since your previous statement was filed.  
(New pump, enlarged diversion dam, location of diversion, etc.)  
NONE

F. Please answer only those questions below which are applicable to your project.

1. Conservation of water

a. Are you now employing water conservation efforts? YES ☒ NO ☐  
Describe any water conservation efforts you have initiated: \_\_\_\_\_

b. If you are claiming credit for water conservation under section 1011 of the Water Code for your claimed pre-1914 appropriative right, please show the amount of water conserved:

Reduction in Diversions:

Year \_\_\_\_\_ (AF/MG) Year \_\_\_\_\_ (AF/MG) Year \_\_\_\_\_ (AF/MG)

Reduction in consumptive use:

Year \_\_\_\_\_ (AF/MG) Year \_\_\_\_\_ (AF/MG) Year \_\_\_\_\_ (AF/MG)

I have data to support the above surface water use reductions due to conservation efforts. YES ☐ NO ☐

5/11/05  
PCM

2. Water quality and wastewater reclamation

- a. Are you now or have you been using reclaimed water from a wastewater treatment facility, desalination facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES \_\_\_\_ NO ☒
- b. If you are claiming credit due to the substitution of reclaimed water, desalinated water or polluted water in lieu of a claimed pre-1914 appropriative right under section 1010 of the Water Code, please show amounts of reduced diversions and amounts of substitute water supply used:

Amount of reduced diversion:

Year \_\_\_\_ (AF/MG) Year \_\_\_\_ (AF/MG) Year \_\_\_\_ (AF/MG)

State the type of substitute water supply: \_\_\_\_\_

Amount of substitute water supply used:

Year \_\_\_\_ (AF/MG) Year \_\_\_\_ (AF/MG) Year \_\_\_\_ (AF/MG)

I have data to support the above surface water use reductions due to the use of a substitute water supply. YES \_\_\_\_ NO \_\_\_\_

3. Conjunctive use of surface water and groundwater

- a. Are you now using groundwater in lieu of surface water? YES ☒ NO \_\_\_\_
- b. If you are claiming credit due to the substitution of groundwater for a claimed pre-1914 appropriative right under section 1011.5 of the Water Code, please show the amounts of groundwater used:

Year \_\_\_\_ (AF/MG) Year \_\_\_\_ (AF/MG) Year \_\_\_\_ (AF/MG)

I have data to support the above surface water use reductions due to the use of groundwater. YES \_\_\_\_ NO \_\_\_\_

I understand that it may be necessary to document the water savings claimed in "F" above if credit under Water Code sections 1010 and 1011 is sought in the future.

I declare that the information in this report is true to the best of my knowledge and belief.

DATE: March 22, 2005, at Brentwood, California

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

(first name)

(middle initial)

(last name)

COMPANY NAME: EAST CONTRA COSTA ILLUMINAR DISTRICT

If there is insufficient space for your answers, please use the space provided below.

ITEM

CONTINUATION

GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California. They are riparian and appropriative rights.

A riparian right enables an owner of land bordering a natural lake or stream to take and use water on his riparian land. Riparian land must be in the same watershed as the water source and must never have been severed from the sources of supply by an intervening parcel without reservation of the riparian right to the severed parcel. Generally, a riparian water user must share the water supply with other riparian users. Riparian rights may be used to divert the natural flow of a stream but may not be used to store water for later use or to divert water which originates in a different watershed, water previously stored by others, return flows from use of groundwater, or other "foreign" water to the natural stream system.

An appropriative right is required for use of water on non-riparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914, new appropriators have been required to obtain a permit and license from the State. Appropriative rights can be granted to waters "foreign" to the natural stream system.

Statements of Water Diversion and Use must be filed by riparian and pre-1914 appropriative water users as set forth in Water Code section 5100 with specific exceptions. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversions, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available. They include: (1) Statements of Water Diversion and Use, (2) Information Pertaining to Water Rights in California, and (3) Appropriation of Water in California.

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
P.O. BOX 2000, SACRAMENTO, CA 95812-2000  
(916) 657-2170

**SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE**

If the information below is inaccurate, please line it out in red and provide current information.  
Notify this office if ownership or address changes occur during the coming year.

PLEASE COMPLETE AND RETURN THIS FORM BY **JULY 1, 1999**

OWNER OF RECORD: EAST CONTRA COSTA IRRIGATION DISTRICT

EAST CONTRA COSTA IRRIGATION DISTRICT  
PO BOX 696  
BRENTWOOD, CA 94513

STATEMENT NO. 6000404

SOURCE: INDIAN SLOUGH  
TRIBUTARY TO: OLD RIVER  
COUNTY: CONTRA COSTA  
DIVERSION

WITHIN: NW¼ OF SW¼ SECTION 19, T1N, R4E, MB&M.

TELEPHONE NUMBER:

(510) 634-5951

YEAR OF FIRST USE: 1912 ✓

PARCEL NO:

A. Water is used under: Riparian claim \_\_\_\_\_ Pre 1914 right ☒ Other (explain): \_\_\_\_\_

B. Year of first use (Please provide if missing above) 1912

C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: Gallons \_\_\_\_\_ Acre-feet ☒ Other \_\_\_\_\_

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Annual	(D) CCWD TOTAL ANNUAL
1996	0	0	222	1172	5,958	7,527	6,989	5,465	3,521	1,674	0	0	32,428	0
1997	0	8	2,924	5,036	6,653	6,643	5,748	4,717	3,130	1,023	149	0	36,031	338
1998	0	0	0	738	2,997	6,436	7,208	5,480	3,727	908	0	0	27,295	1,680

D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.

Irrigation 10,000 ± acres; Stockwatering 0; Domestic 0

Other (specify) \_\_\_\_\_

E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)

Added Contra Costa Water District Diversion Point for the Contra Costa Canal at Rock Slough

F. Please answer only those questions below which are applicable to your project.

1. Conservation of water

a. Describe any water conservation efforts you may have started: NONE

b. \_\_\_\_\_

c. If credit toward beneficial use of water under claimed pre 1914 appropriative water right for water not used due to a conservation effort is claimed under section 1011 of the Water Code, please show the amounts of water conserved:

19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg)

2. Water quality and wastewater reclamation

a. Are you now or have you been using reclaimed water from a wastewater treatment facility, desalination facility or water polluted by wastewater to a degree which unreasonably affects such water for other beneficial uses? YES \_\_\_\_\_ NO ☒

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
P.O. BOX 2000, SACRAMENTO, CA 95812-2000  
(916) 657-2170

- b. If credit toward use under a claimed pre 1914 appropriative water right through substitution of reclaimed water, desalinated water or polluted water in lieu of appropriated water is claimed under section 1010 of the Water Code, please show amounts of reduced diversions and amounts of reclaimed water used:

19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg)

3. Conjunctive use of surface water and groundwater

- a. Are you now using groundwater in lieu of surface water? YES \_\_\_\_\_ NO ☒

- b. If credit toward use under a claimed pre 1914 appropriative right through substitution of groundwater in lieu of appropriated water is claimed under section 1011.5 of the Water Code, please show the amounts of groundwater used:

19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg) 19 \_\_\_\_\_ (af/mg)

I declare that the information in this report is true to the best of my knowledge and belief.

DATE: JUNE 21 1999 at BEAUNOOD, CA., California

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

(first name)

(middle init.)

(last name)

COMPANY NAME: EAST CONTRA COSTA IRRIGATION DISTRICT

If there is insufficient space for your answers, please use the space provided below.

ITEM CONTINUATION


GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California. They are riparian and appropriative rights.

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An appropriative right is required for use of water on nonriparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914, new appropriators have been required to obtain a permit and license from the State.

Statements of Water Diversion and Use must be filed by riparian and per 1914 appropriative water users. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversions, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available. They include: (1) Statements of Water Diversion and Use, (2) Information Pertaining to Water Rights in California, and (3) Appropriation of Water in California.

5-404

## SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

If the information below is inaccurate, please line it out in red and provide current information.  
Notify this office if ownership or address changes occur during the coming year.

PLEASE COMPLETE AND RETURN THIS FORM BY JULY 1,

OWNER OF RECORD: EAST CONTRA COSTA IRRIGATION DIST

EAST CONTRA COSTA IRRIGATION DIST  
PO BOX 696  
BRENTWOOD, CA 94513

SOURCE: INDIAN SLOUGH  
TRIBUTARY TO: OLD RIVER  
COUNTY: CONTRA COSTA  
DIVERSION

STATE WATER RESOURCES CONTROL BOARD  
STATEMENT NO: S640404

TELEPHONE NUMBER:

(510) 639-5951

YEAR OF FIRST USE: 1917

PARCEL NO:

- A. Water is used under: Riparian claim \_\_\_\_\_; Pre 1914 right ☒ \_\_\_\_\_; Other (explain) \_\_\_\_\_
- B. Year of first use (Please provide if missing above) Pre 1914
- C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: ☐ Gallons ☒ Acre-feet ☐ (other) \_\_\_\_\_

YEAR	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTAL ANNUAL
1993	0	0	0	1450	5956	6760	6384	4770	3078	840	8	0	28886
1994	0	0	1735	4937	5420	7762	6223	4335	2123	1147	131	0	33513
1995	0	0	0	2282	1952	6320	7313	5320	3502	2275	194	157	33315

- D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.  
Irrigation 8800 ± acres; Stockwatering 0; Domestic 0  
Other (specify) \_\_\_\_\_
- E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)  
NONE
- F. If part of the water listed in Part C consists of reclaimed or polluted water, please indicate the annual amounts of reclaimed or polluted water in the space below.  
NONE

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

DATED: MAY 22 19 96, at BRENTWOOD, California

SIGNATURE: [Signature]

PRINTED NAME: LARRY G. PIERSON  
(FIRST NAME) (M. NAME) (LAST NAME)

COMPANY NAME: EAST CONTRA COSTA IRRIGATION DISTRICT

See back of page for General Information. If there is insufficient space for your answers, please number them in the space provided on the back of this form.

5404  
\*\* PLEASE COMPLETE, SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS \*\*

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS

P.O. BOX 2000 SACRAMENTO, CA 95812-2000

SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

STATEMENT NO: S000404

OWNER OF RECORD: EAST CONTRA COSTA IRRIGATION DIST

EAST CONTRA COSTA IRRIGATION DIST  
PO BOX 696  
BRENTWOOD, CA 94513

STATE WATER RESOURCES  
CONTROL BOARD  
DIV. OF WATER RIGHTS  
SACRAMENTO  
1995 OCT 26 PM 12:39

SOURCE: INDIAN SLOUGH  
TRIBUTARY TO: OLD RIVER  
COUNTY: CONTRA COSTA  
DIVERSION

WITHIN: NW¼ OF SW¼ SECTION 19, T1N, R4E, MDB&M.

TELEPHONE NUMBER:

(510) 634-3544

YEAR OF FIRST USE: 1917

PARCEL NO:

(If any of the above information is inaccurate or missing, please correct. Notify this office if ownership or address changes occur during the coming year.)

COMPLETE AND RETURN THIS FORM BY JULY 1, 1995.

(SEE ATTACHMENT)

A. Water is used under: Riparian claim \_\_\_\_\_; Pre 1914 right X; Other (explain) \_\_\_\_\_

B. Year of first use (Please provide if missing above) PRIOR TO 1914.

C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: ☐ Gallons ☒ Acre-feet ☐ (other) \_\_\_\_\_

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC	TOTAL ANNUAL
1992	0	0	0	2791	7469	6341	4905	4138	2737	1608	0	0	29989
1993	0	0	0	1450	5956	6400	6364	4790	3078	840	8	0	28886
1994	0	0	1435	4937	5420	7762	6223	4335	2123	1147	131	0	33513

NOTE: DOES NOT INCLUDE QUANTITY TRANSFERRED.

D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.

Irrigation SEE ATTACHMENT acres; Stockwatering \_\_\_\_\_; Domestic \_\_\_\_\_

Other (specify) \_\_\_\_\_

\*\*\* CONTINUE ON BACK PAGE \*\*\*

\*\*\* PLEASE COMPLETE, SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS \*\*\*

- E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)

N/A

- F. If part of the water listed in Part C consists of reclaimed or polluted water, please indicate the annual amounts of reclaimed or polluted water in the space below.

SEE ATTACHMENT

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

DATED: Oct. 24, 1985, at Brightwood, California

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

(FIRST NAME)

(M. NAME)

(LAST NAME)

COMPANY NAME: EAST CONTRA COSTA IRRIGATION DISTRICT

### GENERAL INFORMATION PERTAINING TO WATER RIGHTS IN CALIFORNIA

There are two principal types of surface water rights in California. They are riparian and appropriative rights.

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An appropriative right is required for use of water on nonriparian land and for storage of water. Generally, appropriative rights may be exercised only when there is a surplus not needed by riparian water users. Since 1914 new appropriators have been required to obtain a permit and license from the State.

Statements of Water Diversion and Use must be filed by riparian and pre-1914 appropriative water users. The filing of a statement (1) provides a record of water use, (2) enables the State to notify such users if someone proposes a new appropriation upstream from their diversion, and (3) assists the State to determine if additional water is available for future appropriators.

The above discussion is provided for general information. For more specific information concerning water rights, please contact an attorney or write to this office. We have several pamphlets available. They include:

"Statements of Water Diversion and Use"

"Information Pertaining to Water Rights in California"

"Water Rights for Stockponds Constructed Prior to 1969"

"Appropriation of Water in California"



# CONTACT REPORT

DIVISION OF WATER RIGHTS  
STATE WATER RESOURCES CONTROL BOARD

*Stmt 404*  
Subject Pre-1914 Right -- Transfer

Division Personnel Bert Parkinson

Date December 3, 1996 Time 1:20 pm

Personal ☐ Where \_\_\_\_\_

Mr. Fredrick Bold, Jr.

Telephone ☐ Number (415) 474-2206

Individual(s)/Agency Contacted \_\_\_\_\_

Conversation Description: I called Mr. Bold related to his November 10, 1996 letter, Control Tag # 13084, regarding the potential of the East Contra Costa Irrigation District transferring water it does not use out of its area. I informed Mr. Bold of WCS 1706, and that prior to such a "transfer" he should develop and submit an overview of the project to the SWRCB. He thanked me and indicated that a written response to his letter was not required.

Decision(s) No further response needed at Action Item(s) \_\_\_\_\_  
this time.

SURNAME	<i>Parkinson 12/3/96</i>			
---------	--------------------------	--	--	--

Est  
Frederick Bold, Jr.

Attorney at Law

1201 California Street  
San Francisco, California 94109  
Telephone (415) 474 2206 Telefax (415) 775 4038

November 10, 1996

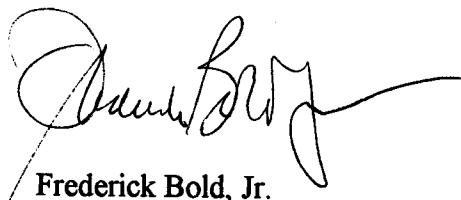
Division of Water Rights  
State Water Resources Control Board  
P. O. Box 100  
Sacramento, CA 95812

Re: Transfer of Water Rights

East Contra Costa Irrigation District has a pre-1914 right to divert water from the Delta for use in a defined area. Under what circumstances and by what means can the District transfer the water it does not use to another district for use outside the area.

This information will be most helpful in connection with water supply planning. Your assistance will be much appreciated.

Yours very truly,



Frederick Bold, Jr.

See 12/3/96  
Contact report

STATE WATER RESOURCES  
CONTROL BOARD

96 NOV 15 PM 1:18

DIV. OF WATER RIGHTS  
SACRAMENTO

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
P.O. Box 2000  
Sacramento, CA 95812-2000

STATEMENT OF WATER DIVERSION AND USE  
INFORMATION SHEET

STATEMENT NO. S000404

DIVERSION SITE:

OWNER'S NAME WITHIN EAST CONTRA COSTA IRRIGATION DISTRICT  
(FIRST) (MIDDLE) (LAST)

PARCEL NO. \_\_\_\_\_

PLACE OF USE:

OWNER'S NAME SERVICE AREA OF EAST CONTRA COSTA IRRIGATION DISTRICT  
(FIRST) (MIDDLE) (LAST)

1. PARCEL NO. \_\_\_\_\_

2. PARCEL NO. \_\_\_\_\_

3. PARCEL NO. \_\_\_\_\_

PERSON OR FIRM TO RECEIVE ALL CORRESPONDENCE AND SUPPLEMENTAL  
STATEMENTS:

OWNER/~~LESSOR/AGENT/OTHER~~ EAST CONTRA COSTA IRRIGATION DISTRICT  
NAME c/o EAST CONTRA COSTA IRRIGATION DISTRICT  
(FIRST) (MIDDLE) (LAST)

MAILING ADDRESS P. O. BOX 696  
BRENTWOOD CA 94513  
(CITY) (STATE) (ZIP)

TELEPHONE NO. ( 510 ) 634 - 3544

OTHERS USING ABOVE DIVERSION LOCATION: NONE

1. NAME \_\_\_\_\_  
(FIRST) (MIDDLE) (LAST)

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
(CITY) (STATE) (ZIP)

TELEPHONE NO. ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

2. NAME \_\_\_\_\_  
(FIRST) (MIDDLE) (LAST)

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
(CITY) (STATE) (ZIP)

TELEPHONE NO. ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

☐ ADDITIONAL INFORMATION CONTINUED ON BACK OF PAGE OR ATTACHED

PLEASE USE THE OTHER SIDE TO PROVIDE THE ABOVE INFORMATION FOR  
ADDITIONAL OWNERS OR PLACES OF USE AND CHECK THE ADDITIONAL  
INFORMATION BOX.

Attachment to  
Supplemental Statement of Water Diversion &  
Use Statement Number: 404

- A. ECCID holds a contract with the State of California Department of Water Resources for the assurance of a dependable water supply of suitable quality and quantity. One of the purposes of the contract is to recognize ECCID's senior water rights.
- D. The District consists of approximately 20,000 acres.
- F. The District has the ability to capture and reuse some return flows. Also, individual landowners have return flow systems. The quantity of return flow reused cannot be estimated as it is commingled.



EAST CONTRA COSTA IRRIGATION DISTRICT

*5-404*  
**Directors**  
Don Christensen  
*President*

Frank Maggiore  
*Vice President*

Mark Dwelley  
Cliff Pierce  
Glenn Stonebarger

**General Manager**  
Larry G. Preston

October 24, 1995

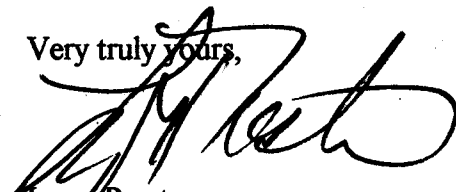
Mr. Edward Anton, Chief  
Division of Water Rights  
State Water Resources Control Board  
P.O. Box 2000  
Sacramento, California 95812-2000

Dear Mr. Anton:

Enclosed are the completed Information Sheet and 1992, 1993 and 1994 Supplemental Statement of Water Diversion and Use for Statement No. 404.

Please call me if you have any questions.

Very truly yours,



Larry Preston  
General Manager

cc: Marc Van Camp, Murray, Burns & Kienlen

DWR Anton

STATE WATER RESOURCES  
CONTROL BOARD

1995 OCT 26 PM 12:39

DIV. OF WATER RIGHTS  
SACRAMENTO

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS

P.O. BOX 2000 SACRAMENTO, CA 95812-2000  
(916) 657-1875

RECEIVED

FEB 28 1994

Ans'd.....

SUPPLEMENTAL STATEMENT OF WATER DIVERSION AND USE

DIVERTER OF RECORD:

STATEMENT NO: 000404

EAST CONTRA COSTA IRRIGATION DIST  
P O BOX 696  
BRENTWOOD, CA 94513

TELEPHONE NUMBER:  
(510 ) 634 -3544

IF NAME/ADDRESS/PHONE NO. IS WRONG OR MISSING, PLEASE CORRECT.

SOURCE: INDIAN SLOUGH

TRIBUTARY TO: OLD RIVER

COUNTY: CONTRA COSTA

YEAR OF FIRST USE: 1917

DIVERSION

WITHIN: NW1/4 OF SW1/4 SECTION 19, T01N, R04E, MDB&M.

COMPLETE AND RETURN THIS FORM BY

A. Water is used under: Riparian claim \_\_\_\_\_; Pre 1914 right ☒ \_\_\_\_\_; Other (explain) \_\_\_\_\_

B. Year of first use (Please provide if missing above) \_\_\_\_\_

C. Amount of Use - Enter the amount of water used each month. If monthly and annual use are not known, check the months in which water was used.

Amounts below are: ☐ Gallons ☒ Acre-feet ☐ (other) \_\_\_\_\_

	IAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL ANNUAL	
1991	1669	221		2053	5684	6372	5292	3883	2866	812	9		31340	*
1992				2791	7469	6341	4905	4183	2737	1608			29989	**
1993				1450	5956	6400	6364	4790	3078	840	8		28886	

\*Includes 2449 A.F. transfer to Water Bank \*\*Includes 2500 A.F. transfer to Water Bank

D. Purpose of Use - Specify number of acres irrigated, stock watered, persons served, etc.  
Irrigation 10,000 acres; Stockwatering \_\_\_\_\_; Domestic \_\_\_\_\_  
Other (specify) \_\_\_\_\_

E. Changes in Method of Diversion - Describe any changes in your project since your previous statement was filed. (New pump, enlarged diversion dam, location of diversion, etc.)

N/A

F. If part of the water listed in Part C consists of reclaimed or polluted water, please indicate the annual amounts of reclaimed or polluted water in the space below.

The District has the ability to capture and reuse some return flows. Also, individual landowners have return flow systems. The quantity of return flow reused cannot be estimated as it is commingled.

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

DATED: July 1, 19 94, at Brentwood, California

Signature: Charles D. Hamilton





**EAST CONTRA COSTA  
IRRIGATION DISTRICT**

WR

**Directors**

Don Christensen  
*President*

Frank Maggiore  
*Vice President*

Mark Dwelley  
Cliff Pierce  
Glenn Stonebarger

July 1, 1994

\*\*\*\*\*State Water Resources Control Board  
Chuck Hamilton  
*General Manager*  
Division of Water Rights  
P.O. Box 2000  
Sacramento, CA 95812-1875

To Whom It May Concern:

Please find the enclosed completed Supplemental Statement of Water Diversion and Use, No. 000404, for East Contra Costa Irrigation District.

Sincerely,

A handwritten signature in dark ink, reading "Charles B. Hamilton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Charles B. Hamilton  
General Manager

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF WATER RIGHTS  
**STATEMENT OF WATER DIVERSION AND USE**

Prepared by CAP 2-28-69

5404

This statement should be typewritten or legibly written in ink.

A. Name of person diverting water East Contra Costa I. R.  
Address San Francisco, California

B. Name of body of water at point of diversion Indian Slough  
Tributary to Old River

C. Place of diversion 1/4 Sec 29, Township 38N, Range 12E, Contra Costa County, or locate it on sketch of section grid on reverse side or prominent local landmarks.

D. Name of works see page 2 of "Annual report and financial statement"

E. Capacity of diversion works  
Capacity of storage reservoir \_\_\_\_\_  
State quantity of water used each month in gallons or acre-feet  

Year	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
:	:	:	:	:	:	:	:	:	:	:	:	:	:

If monthly and annual use are not known, check months in which water was used. State amount of use in water, such as acres of each crop irrigated, average number of persons served, number of cattle watered, etc.

Minimum annual water use in recent years \_\_\_\_\_  
Minimum annual water use in recent years \_\_\_\_\_  
Type of diversion facility: gravity \_\_\_\_\_, pump \_\_\_\_\_  
Method of measurement: weir \_\_\_\_\_, flume \_\_\_\_\_, electric power meter \_\_\_\_\_, water meter \_\_\_\_\_, estimate \_\_\_\_\_

F. Purpose of use (what water is being used for) \_\_\_\_\_

G. General description or location of place of use (use sketch of section grid on reverse side if you desire) \_\_\_\_\_

H. Year of first use as nearly as known \_\_\_\_\_

I. Name of person filing statement  
Position \_\_\_\_\_ Organization \_\_\_\_\_  
Address \_\_\_\_\_

I certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Date signed \_\_\_\_\_

Signature \_\_\_\_\_

## NOTICE OF APPROPRIATION.

NOTICE IS HEREBY GIVEN, that the undersigned, EAST CONTRA COSTA IRRIGATION COMPANY, a corporation, claims the waters flowing in the San Joaquin River, and in the branch thereof known as Old River, and in the slough connecting with the said Old River and known as Indian Slough, at this point of intended diversion, near the center of section twenty four (24) township one (1) north range three (3) east, Mount Diablo Base and meridian, in the County of Contra Costa, State of California, to the extent of ten thousand (10,000) inches, measured under a four (4) inch pressure; that it intends to divert the same at the said point of intended diversion where this notice is posted, near the head of said Indian Slough, near the center of section twenty four (24) township one (1) north, range three (3) east, Mount Diablo Base and meridian; that the purposes for which it claims the said water are for supplying the same to its stockholders for all purposes, including irrigation, domestic purposes and watering stock on land owned by its stockholders situated in township one (1) north, ranges two (2) and three (3) east, and township one (1) south, ranges two (2) and three (3) East, Mount Diablo Base and Meridian, Contra Costa County, California; that the place of intended use of the said water is the land situated in said township one (1) north, ranges two (2) and three (3) east, and township one (1) south, ranges two (2) and three (3) east, Mount Diablo Base and Meridian, in the said County of Contra Costa, State of California; that it intends to divert the said water first by means of an artificial channel extending from the said point of diversion near the center of said section twenty four (24) township one (1) north, range three (3) east, Mount Diablo Base and meridian, in a southwesterly direction to a point in the southeast quarter (S.E.  $\frac{1}{4}$ ) of section twenty three (23) township and range last aforesaid, and thence in a northwesterly and westerly direction to a point in the southwest quarter (S.W.  $\frac{1}{4}$ ) of said section, said channel being for part of the distance about one hundred (100)

feet wide and about sixteen (16) feet deep, and for part of the distance about thirty (30) feet wide and from eight (8) to eighteen (18) feet deep, thence by pumping the said water from the said artificial channel through a pipe of sufficient size to carry the said amount of water so to be diverted into a canal or ditch extending in a general westerly direction to the places where the water is to be used, said canal having at its beginning a width of about Nine (9) feet and a depth of about seven (7) feet to the high water line and side slopes of one and one half ( $1\frac{1}{2}$ ) horizontal to one (1) vertical.

Dated the 15th day of May, 1914.

((((CORP'T SEAL))) EAST CONTRA COSTA IRRIGATION COMPANY.

By R.F. MacLeod, Secretary.

Witness to Signature:

James Mason

State of California )  
:ss  
City and County of San Francisco)

On this 15th day of May, in the year one thousand nine hundred and fourteen, before me, James Mason, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared R.F. MacLeod, known to me to be the Secretary of East Contra Costa Irrigation Company, the corporation that executed the foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said East Contra Costa Irrigation Company, the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, State of California, the day and year in this certificate above written.

James Mason,  
Notary Public in and for the City and  
County of San Francisco, State of California.

((NOT'L SEAL))

State of California        )  
                                  : ss  
County of Contra Costa    )

Alexander Burness, being first duly sworn, deposes and says:

That he is the agent for East Contra Costa Irrigation Company, the corporation named in the foregoing Notice of Appropriation; that on the 20th day of May, 1914, he posted a notice of which the foregoing is a full, true and correct copy in a conspicuous place at the point of intended diversion therein referred to, to wit: at a point near the head of said Indian Slough therein referred to, near the center of section twenty four (24) township one (1) north, range three (3) east, Mount Diablo Base and Meridien, and that he so posted the said notice on behalf of the said East Contra Costa Irrigation Company, the corporation therein named.

Subscribed and sworn to        )       Alexander Burness  
before me this 20th day of       :  
May, 1914.                        )

((NOT'L SEAL)) Robert Wallace Jr.        )  
Notary Public in and for the County       :  
of Contra Costa, State of California.

Recorded at request of Alexander Burness, May 21, 1914, at 38 min.  
past 9 A.M.

  
County Recorder.

---0001000---

Authors Name \_\_\_\_\_  
Publication Date \_\_\_\_\_  
Historic Record Co. \_\_\_\_\_

HISTORY OF  
**CONTRA COSTA**  
**COUNTY**  
CALIFORNIA

WITH  
*Biographical Sketches*

OF  
*The Leading Men and Women of the County Who Have Been  
Identified with Its Growth and Development  
from the Early Days to the Present*

ILLUSTRATED  
COMPLETE IN ONE VOLUME

HISTORIC RECORD COMPANY  
111 LOS ANGELES, CALIFORNIA  
1926

Contra Costa County  
Library

MS 5 82

S-404

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PREFACE

In the compilation of the History of Contra Costa County for this work, the writer has pursued an uncharted course. The general State history, which introduces the story, has been taken from early publications, the accuracy of which cannot be questioned. The story of Contra Costa County has been gleaned from many sources, the earliest of which was the Slocum history of 1882. This book is regarded as being fairly correct, so far as it goes, to the time of its publication. The files of the newspapers have been a source of information, as have, also, interviews with many of the oldest inhabitants. The citizens of the various cities, towns and villages have kindly supplied material, when called upon, and this has been woven into the story of their localities; also, this information has been verified by scanning the files of the newspapers, to check up on items and dates.

One feature that has never appeared in former county histories is the chapter on the early settlers who have passed away. This will be of absorbing interest, for it mentions many whose names, even, would not otherwise have been mentioned, because no representatives of their families are now in the county. The files of the Martinez Gazette, dating from September, 1858, have yielded much of the data for this chapter, as also the data for the chapter of gleanings from the local press. The value of these files to the county and State can never be estimated in dollars and cents, and they should be safeguarded for the future.

To all those who have kindly extended a helping hand, the writer wishes to extend his hearty thanks. Especial mention is due the Martinez Gazette, Martinez Standard, Crockett Signal, Antioch Ledger, Brentwood News, Byron Times, Richmond Independent and Richmond Record-Herald. To Ed. W. Netherton the writer wishes to extend thanks for the irrigation articles; to Mrs. Alice Whitbeck, for her story of the library development; and to C. A. Odell, for his history of Richmond, the early data for which required much research work. To each and every one who has responded when called upon, acknowledgment is here given.

The publishers wish to thank the following photographers for their cooperation in supplying photographs: Lancaster Studio, Martinez; Smith Studio, Pittsburg; and Hartsook's Studios in Stockton, Oakland and San Francisco.

The biographies of many will be missed from the section devoted to the stories of the lives of the people, as will also their portraits; not because of the fault of the publishers of this book, but because it was impossible to impress upon many the importance of recording for posterity their life histories and family records. In other cases the life history has been omitted out of deference to the wishes of some member of the family.



The growth of Contra Costa County is so rapid, with its many and varied opportunities on every hand, that it has been impossible to give a fully detailed record of the achievements of the past few decades; it is to be hoped that these will be more amply recorded in some work of a future date, when what is now taking place shall have become settled history.

The publishers have asked no remuneration from any quarter, and have made no charge for printing any material; their only source of revenue has been from the sale of the history. To all those who have supported the work, thanks are here given. We feel sure that in the coming years this History of Contra Costa County will prove invaluable, and will be a source of gratification to the families of those mentioned herein.

HISTORIC RECORD COMPANY, Inc.

Los Angeles, Cal.,  
December 16, 1926.

## CHAPTER XVI

## IRRIGATION

The following editorials from the local press afford a first-hand account of the growth of sentiment in favor of irrigation, and the increasing demand for an equitable distribution of the available water resources to the irrigable lands of the county.

Editorial, January 1, 1876.—“That any irrigation measure can be adopted by any legislature which will be wholly satisfactory to all who are demanding action in the matter, is not to be supposed. It should not fail, however, to adopt some measure that will prohibit the acquisition of water rights by private corporations or persons, and will condemn such of these rights as have been acquired, wherever and whenever the larger public interests are to be subserved by such condemnation. Provision should also be made for determining the available water supplies for irrigation and domestic or manufacturing requirements, and the institution of means that may ultimately secure their economical and equal distribution for such purposes. There is urgent need in many sections of some immediate available means of irrigation, and if the legislature can provide for these wants without putting obstacles in the way of such a general plan as it may ultimately be desirable to adopt, it should certainly do so. But it is clear enough that as yet we have not enough data for the adoption of such a general system as will answer the future needs.

“It may be a question, too, whether with our sparse population and limited markets for our staple products, we could at present command the capital or fair terms that would be required for carrying out a satisfactory system for irrigation works. And if such works are undertaken upon means to be raised by bond issue at large discount, there would be much probability that bondholders might ultimately come to own the works and the land instead of their remaining the property of the farmers of the State.”

Editorial: An Irrigation Policy Demanded by the Farmers, May, 1879.—“The time has come when the State will be called upon to adopt some policy with reference to the utilization of its surplus waters where practicable, for irrigation of soil. Its first care should be to prevent the water being seized and made private property of speculating monopolists, and to extinguish such claims as have unjustly been asserted to them. It will be its duty to see how they can be fairly and economically distributed where they are needed and furnished to consumers at a rate not oppressive. . . .

“It would seem to be the duty of the State to institute a commission or board of engineers to determine sources and the amount of supply of water for irrigation, and also the best plan of distribution where re-

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quired. The State might, authorized by special amendment to the constitution, construct main conduits and enable, by bond guarantee, the landowners of such districts as might be organized to construct their own work. The general advantages would justify a tax on all property in the State for payment of interest and redemption of bonds for portion of work done by the State on this plan, with water rents and special district taxes levied and collected for the interest and redemption of ranchers' bonds. Any system that will meet the requirements will meet with more or less objections, and even if it prove perfect in every detail, there would be objections made by those who cannot monopolize its benefits."

#### EAST CONTRA COSTA IRRIGATION COMPANY

East Contra Costa Irrigation Company is a mutual company, and its development work was the first irrigation project in the county. All of the stock has since been taken over by the Knightsen Irrigation District, the Lone Tree Irrigation District and the Brentwood Irrigation District, one share of stock being issued for each acre of land represented in the various districts. The three districts mentioned were each organized under the State law known as the Wright Irrigation Act.

The rights to water of the East Contra Costa Irrigation Company are based on appropriation and use (not riparian), by which means it obtained legal rights to as much water as can be supplied by its plant.

The waters for irrigation in this district are diverted from the head of a dredged canal forty feet wide, seven feet deep, and one mile long, starting at Indian Slough near Point of Timber Landing, a natural channel extending inland from Old River, one of the main delta channels of the San Joaquin River. The delta channels of the Sacramento and San Joaquin are all inter-connected, so that the water supplied for irrigation comes from the combined flow of both rivers.

The system consists of a series of seven pumping plants lifting water from the river level in successive stages to a maximum of 144 feet. It is very generously designed and of permanent construction, and is capable of watering 25,000 to 30,000 acres. From the main canal, which runs east and west, main laterals extend north and south, dividing the territory into north-and-south zones. The slope of the country is west and east.

The seven pumping plants lie along the main canal, one above the other. The canal is divided into seven steps, each plant lifting the water through one step. The intake station lifts all the water required for the entire system and discharges it into the first step; the balance flows to No. 2, which lifts it into the second step, where the water is diverted to irrigate that level; and so on through the seven steps or zones.

The main canal is concrete-lined through its entire length. The pump plants are of the highest grade of electrically driven power equipment, all of the most permanent and enduring character, and had been con-

structed prior to the present era of high cost of labor and material. The system could not now be duplicated for less than two or three times its original cost.

The company was organized in 1913. Construction was begun that same year, and the pump plants were carried to completion; the main canal and main laterals were constructed during 1913, 1914 and 1915. Since then the sub-laterals have been under construction as necessary to meet the demands of the system. Also some additions have been made to the main canals and the plants.

In his report to the Brentwood Irrigation District, Engineer Woolley, who was also engineer for the Knightsen and Lone Tree Districts and formerly assistant engineer for East Contra Costa Irrigation Company, states:

"Much anxiety has been manifested in times past with reference to the encroachment of salt water in the Delta Channels and possibility of the condition reaching that where the water would be unsuited for irrigation use. Late in 1919 tests for salinity were begun by the East Contra Costa Irrigation Company on water from the intake tunnel; there was also installed an automatic recording gauge for registering continuously the level of the water at the same point. These salinity tests have been carried forward continuously. The maximum degree of salinity thus far recorded was 33.4 parts per 100,000, this being much below even the danger point, and occurring for short periods as water requirements were at a minimum.

"A continuous record of the water level at the mouth of intake tunnel shows that at no time was there a depth of water less than 3.3 feet over the sill of the intake tunnel; also that this condition prevailed only for very limited periods and at such times as the demand for water was low.

"The irrigation season of longest duration for this system was that of 1917, when during 285 days 13,143 acre-feet were pumped to irrigate 3733 acres, at the rate of 3.5 acre-feet per acre. With a water right of 200 cubic feet per section and 285 days' irrigation season, the total volume of water available would be 114,000 acre-feet, or on a basis of 2000 acres an average gross duty of 5.7 acre-feet per acre, an amount far in excess of actual requirements. It may, therefore, be conceded with certainty:

- "(1) That the water is of suitable quality at all times.
- "(2) That there will always be sufficient water at the intake to supply the needs of the system.
- "(3) That the water right is ample as to volume for the supply of the total acres to be included under this project."

#### KNIGHTSEN IRRIGATION DISTRICT

During 1912-1913, a period of sub-normal rainfall, the East Contra Costa Irrigation Company, a mutual service corporation, was formed to irrigate certain lands which embrace what is now the northern portion of the Byron-Bethany Irrigation District, the East Contra Costa Irriga-

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gation Company's holdings, and the main portion of the Lone Tree and Knightsen Districts.

The pioneering and financing were done by Balfour-Guthrie Irrigation Company, which firm had bought the Marsh grant of 13,000 acres. It was evident that, if the water was to be delivered to many holders of tracts who were desirous of taking stock in the Contra Costa Company, some means of securing rights of way would be necessary, a mutual service company not having the right of eminent domain then. The Wright Irrigation Act provided not only the necessary right of eminent domain and an excellent method of financing, but the protection of the Bond Commission, and this was the plan advanced by the local branch of the Contra Costa Farm Bureau, which had carried on an educational campaign for years.

The petition for the organization of the Knightsen Irrigation District was presented to the supervisors on November 17, 1919; it received seventy signatures out of 115 on the assessment roll of the district at that time. The original signers represented 70 per cent of the value of the lands included in the proposed district. The election on the formation of the district and for the officers was held January 19, 1920. The vote on the formation of the district was 94 for to 23 against. Directors: Division No. 1, Joseph Minto; No. 2, E. B. Sellers; No. 3, H. W. Heidorn; No. 4, Frank Estes; No. 5, Byron Grigsby; assessor, I. M. Bailey; collector, A. H. Shafer; treasurer, A. E. Bonnicksen.

Due consideration of the construction of an independent plant occupied the directors and officers during the winter of 1920. After considering the preliminary report of W. F. Woolley, chief engineer, and A. C. Wilson, consulting engineer, of San Francisco, it was the unanimous opinion of the board that the purchase of stock in the East Contra Costa Irrigation Company not only prevented a great economic waste in building two plants designed to serve practically the same territory, but would be less expensive in first cost to the district, providing earlier delivery of water and economy in operation, and a water-right of great value. A contract for 10,000 shares of stock was made after the legality of the step had been considered by E. A. Bridgeford, attorney for the district, and the purchase was made.

The feasibility of irrigating the lands included in the Knightsen District had been demonstrated in the irrigation of adjacent lands. The splendid remuneration received from such irrigation is a matter of common knowledge in Eastern Contra Costa County; and with frequent recurrence of dry years the absolute necessity for irrigation, if the section was to develop, was conceded by all interested.

There being little data on rainfall in the Knightsen section, conclusions were arrived at by Woolley, in making his report to the board of directors, from Antioch records on the one side and Tracy records on the other. The records showed that the mean seasonal rainfall in 1879 was 10.37 inches at Tracy, while at Antioch it was 12.97 inches. "It is

usually conceded that the rainfall at Knightsen and vicinity is less than at the other two points, due to the sheltering effect of Mount Diablo, which is due west of the district."

The Knightsen District is unusually well supplied with transportation facilities. The maximum distance to track within the irrigated district is less than two miles. The Southern Pacific passes on the west; the Santa Fe, on the east. Brentwood is on the Southern Pacific; and Knightsen, on the Santa Fe. A concrete highway running the entire length of the district is the main and direct highway connecting San Francisco and the Bay cities with the valley. The bulky crops of the district are hauled by river boats, the delta channels being deep enough for boats. This district is the closest of eastern Contra Costa districts by rail, highway and water to the markets of the Bay cities. The Pacific Gas & Electric Company and the Great Western Power Company serve electricity for lights and power. Rural delivery serves the greater part of the district, and many telephones give the conveniences of urban life.

The principal slope of the district is towards the east; and there is a slight fall to the north, the direction of the principal drainage canal, Marsh Creek, which follows the entire length of the district on the western boundary, cutting off the flood waters from the Diablo hills and carrying off such drainage water as is led into it by users of water in the district. On the east side the sloughs of the San Joaquin care for drainage of excess irrigation.

The soil of the district is Yolo clay-loam, with a capping of fine sand in large areas. In places, the sand knolls project above the average levels; and most of these are planted to trees, almonds principally. The Knightsen and Oakley sections are the best almond districts in California, Oakley being the center of packing. At the time of the organization, 115 were on the roll. The average size of the ranches was eighty-five acres. The assessed value, \$856,611.50. Almonds, grapes, and alfalfa are the products of the district; and dairying is also carried on.

#### LONE TREE IRRIGATION DISTRICT

The Lone Tree Irrigation District, organized under the State law know as the Wright Irrigation Act, embraced 2167 acres lying along the line of the Southern Pacific, northwest of Brentwood. In 1918 certain of the lands now included within the district endeavored to secure water from the East Contra Costa Irrigation Company and landowners. Some 600 acres were signed to take stock in this company contingent upon securing the necessary rights of way. These could not be secured by negotiation and the plan was abandoned.

In 1919, when the Knightsen Irrigation District was under way, there was some discussion of including these lands; but when the district boundaries had been finally settled upon, they were left out. In April, 1920, the landowners held a meeting to formulate some plan to secure irrigation, and it was finally decided to organize a district, such pro-

cedure permitting the securing of rights of way by condemnation if necessary, and offering every material advantage of financing by means of bond issue. A petition was circulated, and was presented to the supervisors on May 3, 1920, and approved by them the same day. On July 14, 1920, the State engineer advised the supervisors that the plan was feasible and recommended that they grant permission to form the district. This the supervisors did on August 2, 1920, calling an election for September 10th. The vote was unanimously in favor, and the district was organized on September 24th, the directors and officers taking office at their first regular meeting that day.

Assistant State Engineer S. C. Whipple, after a survey of the district, says in a report made to W. F. McClure, on which he based his recommendation to form the district:

"The general slope of the land is toward east and northeast, elevations ranging from 150 feet in the southwest corner to about 50 feet at the eastern limit. The soils are highly productive and free from alkali and hardpan. According to reconnaissance survey of the Bureau of Soils, four types are represented; these in order from the east are: Oakley sand, Yolo clay-loam, Yolo adobe, and Diablo adobe.

"The topography affords good natural drainage. Ground water reported from forty to eighty feet below the surface. There is little danger of its rise, inasmuch as irrigation water will be supplied by pumping against a considerable head, with consequent economy in use."

The entire acreage is gradually being set to orchard. At the time of the formation of the district, 612 acres were in trees, the balance being grain land. Since that time much of the grain land has been set to trees.

#### BRENTWOOD IRRIGATION DISTRICT

The newest of the East Contra Costa irrigation projects was organized under the Wright Act for the purpose of taking over the stock of the East Contra Costa Irrigation Company that had not been disposed of to the Knightsen and Lone Tree Districts. Of the 20,000 shares, Knightsen got 10,001, Lone Tree 2095, and Brentwood 7904, each acre of land in the three districts representing one share of stock.

The East Contra Costa Irrigation Company had been operating plants and conducting the business of water distribution to Knightsen and Lone Tree and to the individual owners in what is now Brentwood District. It is the intention of the three districts—stock, water and property rights of the East Contra Costa Irrigation Company having all been secured by due process for that purpose—to consolidate and dispose of the mutual company, with the following advantages:

1. Elimination of three boards of directors and officers.
2. More direct, economic and efficient apportionment of water distribution.
3. Elimination of possible overlapping among the employes and conflict between districts.

4. All rights, privileges and advantages enjoyed by an irrigation district over a mutual water company.

5. Better money rates for land owners and more readily available capital for further development.

The Brentwood district embraces 1904 acres of land surrounding Brentwood and east of Mount Diablo. The main line of the Southern Pacific traverses the tract. The soils are uniform in the district and are classified as Yolo clay and Yolo adobe, both types being suitable for irrigation.

In 1922 the crops planted in the district were: Trees, 1600 acres; grain, 3000 acres; nurseries, 55 acres; grapes, 200 acres; but these figures have been materially changed, trees and alfalfa gradually supplanting all grain acreage. The varieties of trees are prunes, apricots, walnuts, almonds, peaches, figs, and cherries.

The seasonal rainfall in the district is practically the same as in Knightsen. No accurate record had ever been kept. At Tracy, twenty miles southeast, it was 10.37 inches in 1879; at Antioch, 15 miles northwest, 12.97 inches.

The lands of the Brentwood district had been served for several years by the East Contra Costa Irrigation Company. The sufficiency and value already established, the change from a mutual company met no opposition in forming the district. On July 11, 1922, a meeting of the landowners was held to form an organization. Petitions were circulated and signatures representing 6046 acres were secured, the balance within the boundaries belonging to non-resident owners and not represented. On December 24, 1922, the supervisors approved; and Mr. Eaton, representing the State engineer, reported favorably. On January 17, 1923, the State engineer reported favorably to the supervisors. An election was held on March 20, 1923, the result of which was 106 for, none against. The following officers and directors were elected: Robert Wallace, Jr., president; J. W. Cooper, secretary; J. M. Trembly, assessor, tax collector and treasurer; W. F. Woolley, engineer; A. D. MacKenzie, Walter Moffatt, William Dainty and Byron D. Swift.

#### THE BYRON-BETHANY IRRIGATION DISTRICT

The development of irrigation in California on a permanent basis began about 1887. It is based upon the Wright Act, which provided municipal forms of organization and construction in farming communities, including right of eminent domain and the right to issue bonds and levy taxes for construction purposes. Bonding provisions of a district are safeguarded by the establishment of a State Irrigation Commission, composed of the attorney general, State engineer and superintendent of banks. They investigate and make report on water supply, feasibility of the system, soil conditions and value of lands embraced in the proposed district. The maximum amount of property indebtedness will not exceed 60% of

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the aggregate value of the lands and complete water system. State supervision is also provided for.

The Byron-Bethany project is the result of the efforts put forth by the late Volney Taylor of the Byron district. The great increase in land values and production in other districts where irrigation had been introduced led Mr. Taylor, Charles Cople and others to interest their friends, and meetings were held to consider the formation of a large irrigation enterprise south of Tracy and Byron. It was proposed to divert water from the San Joaquin River at Tuolumne City and at a slough near the intersection of the San Joaquin, Alameda and Contra Costa County lines. Differences of opinion developed at these meetings which resulted in the withdrawal of the lands of the present Byron-Bethany Irrigation District from the larger enterprise and the organization of a portion of these lands to be served by a cooperative irrigation company.

By 1914 surveys, plans and estimates of costs of works were made which amounted to between \$9 and \$10 per acre, exclusive of rights of way; and the Byron-Bethany Irrigation Company was duly organized and construction work was begun, pumps installed, and ditches sufficiently completed to be in operation for the 1917 irrigation season. Water rights and rights of way had not been settled prior to this work, and the company was brought into legal difficulties for the reason that a private or cooperative company could not exercise the right of eminent domain. To meet this situation the company secured from the State Railroad Commission a certificate as a public utility; then they brought suits of condemnation to establish their water rights and secure rights of way.

By 1917 the cost of work, partly because of war conditions, had exceeded their original estimates and had reached the sum of \$25 per acre for the 8000 acres then under service. In 1918-1919 it became necessary to organize a district under the Wright Act. The petition was filed with the board of supervisors on September 15, 1919, with 122 signers out of the 187 on the assessment roll of the district. The vote was 173 for, 14 against. The original signatures represented \$130,000 in excess of a majority of the value of the lands. It was the announced policy of the district to acquire, at a fair value, the property of the Byron-Bethany Irrigation Company, and then to reconstruct and extend the plant to cover all the lands within the district with sufficient water for general irrigated, diversified farming, the district to build laterals to each, or for large ownerships, to each quarter-section.

The original officers and directors of the company were: District No. 1; J. D. Rosa; No. 2, R. R. Houston; No. 3, M. Grunauer; No. 4, A. Peterson; No. 5, W. Saxouer, all directors. The officers: R. R. Houston, president; M. G. Preston, assessor, tax collector and treasurer; L. L. Dennett, attorney; A. F. Donaldson, secretary; B. H. Grover, manager; F. H. Tibbetts, engineer. The present officers and board of directors are: W. J. Livingston, president; Robert Armstrong, assessor, tax collector

and treasurer; G. A. Howard, secretary; V. L. Wooley, manager; L. L. Dennett, attorney. Directors; W. J. Estes, W. J. Livingston, M. J. Pimentel, M. C. Monroe and William Saxouer.

The Byron-Bethany Irrigation District comprises about 17,600 acres lying about twenty miles west from Stockton. The land covers portions of Township 1 north; Townships 1 and 2 south, Range 3 east; portions of Townships 1 and 2 south, Range 4 east, Mount Diablo Base and Meridian, east of and behind Mount Diablo. The junction point of San Joaquin, Alameda and Contra Costa Counties is within the district boundaries, about 58% of the district being in Contra Costa County, 25% in Alameda County, and 17% in San Joaquin County. The West Side Irrigation District joins it on the south and the Balfour-Guthrie Irrigation Project on the north. Included in this is the town of Byron. The total assessed valuation for 1926 is over \$1,500,000, exclusive of improvements. The improvements, which include alfalfa and orchards, are about \$1,000,000. As this is a history of Contra Costa County, one-third of the above amounts can be deducted, two-thirds of the district being in Contra Costa County. Byron town property would be about \$50,000. The total cost per acre amounts to approximately \$50 per acre.

The original bond issue was \$550,000, of which \$3000 were retired in 1924; \$4000 in 1925; \$5000 in 1926. An additional bond issue of \$100,000 was issued September 1, 1923, to complete the work as outlined by the engineer's report made in 1919 for additional concrete ditch lining and concrete pipelines, and an additional electric pump at Station No. 4 with a 40-h.p. motor and a 10¼ second-feet capacity. This bonded indebtedness is carried by about 13,000 acres out of the original 17,600, the balance of the land being either too poor or too high to irrigate, and assessed at a very low figure.

The sources of supply are the Delta branches of the San Joaquin River; the main pumping plant is on a dredged channel 5120 feet long, connecting with the upper end of Italian Slough, which is a navigable waterway about two miles in length, and connecting with Old River near the southern end of Victoria Island. Old River connects with the main San Joaquin River at the head of the Delta about eleven miles from Bethany. There are four pumping plants with a combined capacity of considerably more than 115 second-feet of water and a total horsepower of 1655 electric motors.

The main canal divides the district into two sections, Byron on the north and Bethany on the south. All of the water for the Byron section runs northerly through a canal seven miles in length. The district covers a tract of irregular shape, in length about twelve miles north and south, with a width of from one mile in the center to three and one-half miles at the northern end and about three miles at the southern. The main pumping plant is near the center. The Southern Pacific Railroad runs through the length of the entire district; the Santa Fe is about two miles distant from the northern end, and the Western Pacific about two miles from the

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southern. There are deep navigable sloughs and delta branches of the San Joaquin River extending to the district, and steamers are supplied with numerous landings to facilitate shipping of the products raised. The county highway also passes through the entire tract. The southern part of the district is chiefly adobe, and the balance is clay loam 18 to 30 inches deep. The drainage is a natural slope favorable for the run-off. Alfalfa and fruits are raised in abundance; while the higher land is given over to grain and grain hay. With this fourth irrigation district the entire eastern part of Contra Costa County is made one of the most productive sections in the entire State.

#### GROWTH OF IRRIGATION, AS REFLECTED BY THE PRESS

The following news items from the issues of the local press, here presented for the most part in chronological order, even though sometimes without date, afford additional interesting data regarding the history of irrigation in the county.

June 19, 1886.—An irrigation club has been organized at Antioch with the following officers: J. B. Abbott, president; C. F. Montgomery, vice-president; George Fowler, secretary; H. F. Beede, treasurer.

1911.—The great irrigation scheme for Eastern Contra Costa, which was brought to light this week, is creating considerable discussion throughout the county, especially in the eastern section. The residents are hoping that the plan may be carried out. A company of capitalists from the bay region has been organized and R. L. Dunn, engineer, has been engaged to draw up plans. These plans provided for pumping water from the San Jose near Oakley to a large storage reservoir. From this point the water will be run over 3500 acres through laterals over twenty-five miles in length. The distance will extend from Bay Point to the San Joaquin County line and to the slopes of Diablo.

December 2, 1911.—Reclamation District No. 779 was declared valid by the court. A fight which has been carried on before the supervisors and the supreme court for three years over this district came to a close when Judge Latimer handed down a decision in the Portman case.

March 27, 1912.—Four hundred acres will be put into alfalfa by Wilhoit & West and cut up into small tracts and sold. A complete irrigation system is to be installed, and from 400 to 600 acres more will be put into alfalfa next spring.

August 24, 1912.—The great Marsh Grant is to be cut into small tracts by the Balfour-Guthrie Company. Rights of way for a great irrigation system have been secured. The water will be taken from Old River and raised by electrical pumps to a sufficient height to permit it to flow over the vast acreage, which will rival Imperial Valley in productivity.

November 9, 1912.—The district around Walnut Creek is becoming an irrigation center. Roleb McPherson is pumping water from a fine well onto his alfalfa. He will cut seven crops this year. The Bancroft place

has a fifty-horse-power motor in their well, which has been used to irrigate their trees. W. H. Leahy has installed a small plant and is able to irrigate his orchard and garden.

November 29, 1912.—By a judgment handed down by Judge R. H. Latimer in the superior court, Reclamation District No. 800 in Contra Costa County, commonly known as the Wilhoit District, was declared legal and valid. This ends the contention in regard to the swamp lands, which included land owned by the Bairds.

January 25, 1913.—Ground was broken for the Marsh Grant irrigation system by Edward Malley, a contractor of San Francisco.

The F. X. Smith ranch of 160 acres near Brentwood was sold to Balfour-Guthrie Company. These holdings will be included in the big irrigation district.

March, 1913.—The contract for the dredger-cut from Indian Slough through Point of Timber landing, and also for concrete construction on the Eastern Contra Costa Irrigation Project, was awarded March 6th. The dredging, which will require the moving of 100,000 cubic yards of earth and will cost \$4500, was awarded to the Golden State Miners Iron Works. The State Construction Company, concrete contractors, are to receive \$17,000 for concrete work. Work on both contracts is to begin at once. All this work to be done on the Marsh Grant, or Los Médanos Rancho.

March 15, 1913.—When the reclamation of the Sand Mound tract is complete, all the land lying between Taylor and Sand Mound Sloughs and False River, which had formerly been a part of the mainland by the damming up of Dutch Slough, will be converted into an island. The old dams on Dutch Slough have been cut away; and the flood water of False River, which had no outlet by that course and which had flooded the lands mentioned, will be allowed free passage through Sand Mound, Taylor and Dutch Sloughs. This also makes the big Jersey Tract an island.

May 17, 1913.—Peter G. King, of Oakland, sells 500 acres adjoining the Marsh Grant to Balfour-Guthrie Company, and this will be added to their other holdings and come under the irrigation project.

August 16, 1913.—A party of engineers are in the field making preliminary surveys for the irrigation system considered by C. A. Hooper for his property, the Los Médanos Rancho near Pittsburg.

October, 1913.—A big irrigation project was launched at Byron; 8000 acres will be watered, extending from Italian Slough, where the water will be taken along the hill section of McCabe's, crossing to Hoffman's, thence to Peterson's, Cople's, and Henry McCabe's, and taking in all the land east to the Wilhoit-West holdings. There will be three lifts of twenty feet each. The main ditch will be six miles long, with fifteen miles of laterals.

March 7, 1914.—The Byron-Bethany Irrigation Company, with a capitalization of \$100,000, has been organized by ranchers in the vicinity

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of Byron, and articles of incorporation were filed Monday. The plan is to build an irrigation system to furnish water to the farms in the vicinity of Byron. Work will be begun at once. The incorporators are: August Alexson, Charles Cople, R. R. Houston, J. A. Modin, C. F. Peterson, William Saxouer and V. Taylor.

January 9, 1915.—A project for the formation of a new reclamation district in Contra Costa County is on foot, and the supervisors will act on the petition at their next meeting. The district embraces 3516.54 acres, some of the finest Delta land in the county. The owners are the Standard Investment Company, 100 acres; W. H. Maxson, 465.18 acres; J. H. Prince, 184 acres; J. I. Parsons, 274 acres; F. K. Houston, W. J. Hotchkiss, L. Friedlander, 1440.95 acres; W. T. Session, W. T. Jeter, H. E. Irish, C. W. Purrington, 516 acres; E. A. Bridgeford, 370 acres.

September 15, 1916.—The big irrigation ditch of the Byron-Bethany Irrigation Company is completed. Water is now the problem, as the Sproule & Driscoll interests served an injunction and want compensation.

March 2, 1918.—A project which aims to put many thousands of acres of farming land near Knightsen under irrigation is being agitated.

Recently there were placed on record deeds by which the California Delta Farms Company made valuable reclamation of drainage and irrigation rights to Districts 2029, 2027, and 2026; and the Boulder Land Company to District 576; the considerations named were \$327,650, \$375,140, \$449,000, and \$321,398.

The California Delta Farms Company was the recipient of \$1,000,000 from Districts 2024 and 2026 when that amount was paid for the levees surrounding the new irrigation and reclamation project in Eastern Contra Costa County. The cost of the levees was assessed to the entire district; and the county, while retaining the land, received that amount for the levees alone.

1919.—The irrigation plan at Knightsen has again been revived by the Farm Center. A total of twenty-four landowners have already signed the petition, and seventeen more have signified their intention to do so.

August 9, 1919.—As the petition for the 9000-acre Knightsen Irrigation District is completed, it will be presented to the supervisors. The Farm Bureau is now turning its attention to other irrigation projects, which, when completed, will add 40,000 acres to the irrigated area of the county. The new districts contemplated are: Oakley-Antioch, 6000 acres; Pittsburg, Concord and Walnut Creek, 9000 acres; between Antioch and Bay Point, and 20,000 acres around Concord and Walnut Creek; and Danville District of 1500 acres in San Ramon Valley near Danville.

January, 1920.—The Knightsen Irrigation project was carried at the election January 19th, by a vote of 94 to 23. The directors of the five districts included are Joe Minto, 1st; E. B. Sellers, 2nd; H. W. Heidorn, 3rd; Frank Estes, 4th; Byron Grigsby, 5th; Dr. I. M. Bailey, assessor; A. H. Shafer, tax collector; A. E. Bonnicksen, treasurer.

At a meeting of the board of supervisors Monday, the Knightsen Irrigation District was declared officially organized as the result of the recent election held there.

February 28, 1920.—A meeting was held to consider the Oakley-Antioch Irrigation project by the Oakley Farm Center.

April 17, 1920.—The Byron-Bethany Irrigation Company has applied for authority to sell its holdings to Bryon-Bethany Irrigation District for \$265,000.

September 27, 1920.—The directors of the recently formed Lone Tree Irrigation district met at the Lone Tree schoolhouse Friday night for the purpose of mapping out the ditches, etc.

January, 1921.—With the approval of the proposed Knightsen Irrigation District by Assistant State Engineer Whipple, plans are being made for the establishment of an irrigation system in that section of the county.

At the election ordered for April 6 in the Knightsen Irrigation District, to vote on bonds in the amount of \$650,000 for a system that will water 10,000 acres, the bonds carried, 99 to 21.

A recent report of the Department of Commerce of the United States shows an increase of 66 per cent in the amount of irrigated lands in Contra Costa County. In 1910 there were 32,640 acres under cultivation; in 1920, 49,125 acres. The irrigated acreage was 26,856 in 1909, and 44,833 in 1920. The amount of land capable of irrigation in the county is 46,472 acres.

June, 1921.—A petition has been filed for a dissolution of the Byron-Bethany Irrigation Company.

The Byron-Bethany Irrigation Company was formally dissolved by Judge Latimer on August 9, 1921. The concern was organized a few years ago for the purpose of constructing an irrigation system, which is now in full operation, and the work of the company is completed.

December 9, 1922.—The Brentwood Irrigation District has been approved by the supervisors. There are 7855 acres included in the district.

January, 1924.—Jersey Island Reclamation District No. 830 has made application to the State Department of Public Works for use of water from San Joaquin River and tributary streams for irrigating purposes.

Directors for Brentwood and Knightsen Irrigation Districts elected January 25: Robert Wallace, Jr., and A. D. McKenzie, for Brentwood, vice R. F. MacLeod; H. O. Abbott, P. J. Moody and H. W. Heidorn so succeed E. B. Sellers, F. H. Estes, and B. L. Grigsby of the Knightsen District.

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## CONTACT REPORT

Division Staff: Katherine Mrowka

Person Contacted: George Bayse for East Contra Costa Irrigation District, Bob Maddow for Contra Costa Water District, Dave Anderson for DWR, Jerry Brown, Contra Costa Water District Planning Director, Mark Stretars, Kathy Mrowka

Date of Meeting: 5-25-05

Conversation Description: Division staff met with the people listed above to discuss comments that I had recently made regarding: (a) Initial Study/ Mitigated Negative Declaration for the Brentwood Surface Water Treatment Facility – Phase I Project, and (b) Draft Environmental Impact Report for the City of Brentwood Surface Water Treatment Facility – Phase II Project.

East Contra Costa Irrigation District (ECCID) is the project sponsor, serving the City of Brentwood. ECCID plans to use a pre-1914 appropriative right for this project. The DEIR states that the Contra Costa Water District (CCWD), and the California Department of Water Resources (DWR) reached an agreement on April 11, 1991 (amended on February 7, 2000) that allowed CCWD to pump ECCID water from the Sacramento-San Joaquin Delta intakes at Rock Slough and Old River for municipal and industrial use within the area of ECCID's water right place of use, including the City. The City and ECCID entered into an agreement on December 14, 1999 that permanently entitles the City to 14,800 acre-feet annually (afa) of surplus water from ECCID.

The Division's records show that ECCID claims a pre-1914 appropriative right to directly divert 135.8 cubic feet per second from Indian Slough tributary to Old River (Statement of Water Diversion and Use 404). In researching the water right prior to the meeting, it was apparent that no water was diverted under the pre-1914 right during most Novembers, December, January, and most Februaries. Moreover, the water right appears limited in scope. George Bayse kept trying to insist that the right is for 200 cfs. The DWR contract is for 200 cfs. Dave Anderson with DWR said that the contract requires DWR to provide 200 cfs throughout the year to ECCID. DWR will honor the contract. Accordingly, we agreed at the meeting that if ECCID does not have a valid right because it either (a) was not initiated in the scope claimed today, or (b) had seasonal limitations, it will not affect the ability to proceed with the project because the water will be obtained from DWR's water rights in lieu of the claimed pre-1914 right due to the contract.

The ND and EIR describe the plan to move the point of diversion from one source to another. At the meeting, we discussed whether this is initiation of a new water right. George Bayse tried to insist that the whole Delta is one big reservoir, therefore, the source of water is mingled. I decided to back off on this issue solely on the basis that the project can be served via contract water from DWR should the change in source be construed as initiation of a new right.

The City of Brentwood primarily obtains groundwater today, and this will provide a surface water source. We discussed place of use issues. Dave Anderson stated that Brentwood is in the

DWR place of use. Jerry Brown stated that Brentwood is in the Los Vaqueros place of use. There is a checkerboard on where the Los Vaqueros water can be used, it cannot serve the whole project. The EIR has a drawing showing areas that can be served by DWR and areas for the Los Vaqueros water.



George Basye  
gbasye@downeybrand.com

February 1, 2005

Katherine Mrowka, Chief  
Watershed Unit #3  
State Water Resources Control Board  
Division of Water Rights  
1001 I Street, 14<sup>th</sup> Floor  
Sacramento, CA 95814

STATE WATER RESOURCES  
CONTROL BOARD  
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DIV. OF WATER RIGHTS  
SACRAMENTO

Re: Initial Study/Mitigated Negative Declaration (ND) for the Brentwood Surface Water  
Treatment Facility – Phase 1 Project

Dear Ms. Mrowka:

I have been asked by East Contra Costa Irrigation District (ECCID) to respond to your letter of Dec. 31, 2004 directed to the City of Brentwood (City). Your letter seems chiefly to involve issues of the water rights, both appropriative and contractual, of ECCID. This letter will explain why your Board has no reason to be concerned about the City's proposed project.

ECCID has very well documented, and well recognized, pre-1914 rights to divert water from the Delta channels. The original Notice of Appropriation, recorded in Contra Costa County in 1912, includes in its proposed uses "supplying municipalities." Records of ECCID show that these diversions have not been limited to the irrigation season. Diversions have been made in each month. It is based upon that well documented record that the Department of Water Resources (DWR) entered into a Contract on Jan. 7, 1981 (the Contract) "For the Assurance of a Dependable Water Supply of Suitable Quality" with ECCID. Recognizing that the historic rights of ECCID could be subject to periodic deficiencies due to extreme shortages of natural supply to the Delta, the Contract calls for annual payments to DWR to compensate the State Project for Project water needed, on average, to cover any such periodic deficiencies which might occur.

The Contract recognizes ECCID's right to an annual supply of 50,000 acre feet. The Contract has operated to the satisfaction of ECCID and DWR since its inception. The Contract describes only "reasonable and beneficial uses" (as do the Delta protection sections of the Water Code). Use is not limited to irrigation.

Since the City is within the District boundaries, ECCID has agreed to dedicate a portion of its contractual right to be used for M & I purposes. Subsequent agreements with DWR, Contra Costa Water District (CCWD) and the City, result in the project which is the subject of the City's Negative Declaration commented upon in your letter.

Changes in the place or nature of use of a pre-1914 appropriative right are, of course, not within the jurisdiction of your Board. They are able to be made so long as they do not adversely impact other water users. Since DWR has agreed to these arrangements, and has agreed to make up through the State

Project any deficiency not covered by ECCID's appropriative right, no other user can be adversely impacted by these arrangements, or by the underlying Contract of ECCID upon which they are based.

This involves a rather complex set of documents, and I have not attempted to provide them with this letter. Bob Maddow, attorney for CCWD and I would be pleased, however, to meet with you, to assist you in understanding why the State Board has no reason for concern as to the City's proposed project.

Sincerely,

DOWNEY BRAND LLP

A handwritten signature in black ink, appearing to read "George Basye", written in a cursive style.

George Basye  
Attorney for East Contra Costa Irrigation District

Cc: Mr. Gregory Gartrell, Contra Costa Water District  
Jones & Stokes  
Maureen Sergeant, State Water Project Analysis Office  
Mr. Bailey Grewal, City of Brentwood  
Mr. Robert Maddow, Attorney for Contra Costa Water District  
Mr. David Anderson, Assistant Chief Counsel, Department of Water Resources

April 7, 2005

Katherine Mrowka, Chief  
Watershed Unit #3  
State Water Resources Control Board  
Division of Water Rights  
P. O. Box 2000  
Sacramento, CA 95812-2000

Re: East Contra Costa Irrigation District Contract with Department of Water Resources

Dear Kathy

I very much appreciated your willingness to participate in the conference call on Thursday afternoon which I trust has clarified the background of the East Contra Costa Irrigation District (ECCID) contract and the reason it was entered into by ECCID and the Department of Water Resources (DWR). Enclosed for your reference is a copy of that contract showing the signatures. It was signed on behalf of the State of California by P. A. Towner, who was then Chief Counsel for DWR. David Anderson was, I believe, involved in the negotiation and has a very good understanding of the background and the agreement itself. Also enclosed are copies of 1991 and 2000 agreements, which include Contra Costa Water District. They confirm the intent of the 1981 Agreement.

After our conference call I called David Anderson. Unfortunately he was not able to participate in the conference call. David did, however, offer to call you after he receives this letter and explain to you the background of the contract from the DWR standpoint and how DWR interprets it. I am confident that he will confirm to you that the Department interprets the contract, as we do, to assure ECCID that it has 50,000 acre feet available for its use for agricultural, municipal and industrial purposes. Not only that, on page 11 of the enclosed 1981 contract, subsection (d), you will note that the State agrees to defend affirmatively, as reasonable and beneficial, the use of water required to provide and sustain the qualities established in the contract. This would be re-examined only in the event there were a determination by a court of competent jurisdiction that all uses of water exported from the Delta by the State and by the United States are reasonable and beneficial. No one wishes to see such an adjudication occur as it would take years and the expense would be huge to resolve the issues of the Delta water rights and those of the export projects. It was to avoid such litigation that the contract was entered into by the State of California and ECCID. The same of course is true of the water rights settlement contracts now being renewed by the Bureau of Reclamation for an additional 40 years on the

Sacramento River. These contracts like the ECCID contract were entered into in order to avoid just such adjudication, as well as the huge cost. They were all the result of the extensive analysis of water rights by the USBR, the DWR and the water users.


The most significant portion of the contract is Article 6(a)(ii) on page 10 in which the State recognizes a pre-1914 appropriative right of the District to divert from Indian Slough and will agree to furnish such waters may be required by ECCID, up to 50,000 acre-feet per year at a rate of 200 cfs to the extent not otherwise available under the water rights of the District. This is explained elsewhere as being subject to only "reasonable and beneficial uses" which under Section 6(a)(i) the State has agreed not to disturb or challenge.

David Anderson has agreed to explain to you the position of the Department, which substantiates that of ECCID, that this agreement was in settlement of what would otherwise be disputed claims, both on the part of the State and the District as to the nature of the pre-1914 right of the District and the extent to which project water would be required to assure the quality and quantity provided in the contract. The latter is the basis for the compensation to the State, which you will note increases every 5 years, adjusted by the Delta projected water rate increase during that period (see page 13).

I trust this contract and your discussion with David Anderson will assure you that the State Water Control Board need have no concern as to the nature and extent of the rights of the East Contra Costa Irrigation District, so long as it operates within the parameters of the contract of January 7, 1981. Nothing that is being proposed would in any way exceed the right defined in that contract.

Very truly yours,

DOWNEY BRAND LLP



George Basye

669921.1

Enclosure

Cc: David Anderson (with enclosure)  
Deputy Chief Counsel  
Department of Water Resources

Robert Maddow (without enclosure)  
Attorney for Contra Costa Water District

Larry Preston, Manager  
East Contra Costa Irrigation District

CONTRACT BETWEEN  
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES  
AND THE EAST CONTRA COSTA IRRIGATION DISTRICT  
FOR THE ASSURANCE OF A  
DEPENDABLE WATER SUPPLY OF SUITABLE QUALITY.

THIS CONTRACT, made this 7<sup>th</sup> day of January, 1981, between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF WATER RESOURCES (State), and the EAST CONTRA COSTA IRRIGATION DISTRICT (District), a political subdivision of the State of California, duly organized and existing pursuant to the laws thereof, with its principal place of business in Brentwood, California.

RECITALS

(a) The purpose of this contract is to agree upon the nature and extent of the District's water rights as between the District and the State for diversion from Indian Slough, and to provide that the State will maintain in the Sacramento-San Joaquin Delta in Old River at Indian Slough a dependable water supply of adequate quantity and quality for reasonable and beneficial uses within the District, that the State will recognize the right to make such uses within the District, and that the District will pay compensation for the assurance of any reimbursable benefits allocated to the District resulting from the Federal Central Valley Project and the State Water Project, and offset by any detriments caused thereby.

(b) The United States, acting through its Department of the Interior, has under construction and is operating the Federal Central Valley Project (FCVP).

(c) The State has under construction and is operating the State Water Project (SWP).

(d) The construction and operation of the FCVP and SWP at times have changed and will further change the regimen of rivers tributary to the Sacramento-San Joaquin Delta (Delta) and the regimen of the Delta channels from unregulated flow to regulated flow. This regulation at times improves the quality of water in the Delta and at times diminishes the quality from that which would exist in the absence of the FCVP and SWP. The regulation at times also alters the elevation of water in some Delta channels.

(e) Water problems within the Delta are unique within the State of California. As a result of the geographical location of the lands of the Delta and tidal influences, there is no physical shortage of water. Intrusion of saline ocean water and municipal, industrial and agricultural discharges and return flows, tend, however, to deteriorate the quality.

(f) The general welfare, as well as the rights and requirements of the water users in the Delta, require that there be maintained in the Delta an adequate supply of good quality water for agricultural, municipal and industrial uses.

(g) The law of the State of California requires protection of the areas within which water originates and the watersheds from which water is developed. The Delta is such an area and

within such a watershed. Part 4.5 of Division 6 of the California Water Code affords a first priority to provision of salinity control and maintenance of an adequate water supply in the Delta for reasonable and beneficial uses of water and relegates to lesser priority all exports of water from the Delta to other areas for any purpose.

(h) The District asserts that it has the right to divert, is diverting, and will continue to divert, for reasonable beneficial use, water from the Delta that would have been available therein if the FCVP and SWP were not in existence, together with the right to enjoy or acquire such benefits to which the District may be entitled as a result of the FCVP and SWP.

(i) The District asserts that its water right is based on a pre-1914 appropriative right to divert 50,000 acre-feet per year at a rate of 200 cubic feet per second from the Delta at Indian Slough for irrigation within a gross area of approximately 20,000 acres.

(j) The State asserts that it has the right to divert, is diverting, and will continue to divert water from the Delta in connection with the operation of the SWP.

(k) Operation of SWP to provide the water quality and quantity described in this contract constitutes a reasonable and beneficial use of water.

(l) It is not the intention of the State to acquire by purchase or by proceeding in eminent domain or by any other manner the water rights of water users within the Agency, including rights acquired under this contract.

(m) The parties desire that the United States become an additional party to this contract.

#### AGREEMENTS

1. Definitions. When used herein, the term:

(a) "Calendar year" shall mean the period January 1 through December 31.

(b) "Delta" shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the California Water Code as of the date of the execution of the contract.

(c) "District" shall mean the East Contra Costa Irrigation District and shall include all of the lands within the East Contra Costa Irrigation District at the time the contract is executed, and all lands which may hereafter be included within the District which are within the District service area, as shown on Attachment A.

(d) "Electrical Conductivity" ("EC") shall mean the electrical conductivity of a water sample measured in millimhos per centimeter per square centimeter corrected to a standard temperature of 25° Celsius determined in accordance with procedures set forth in the publication entitled "Standard Methods of Examination of Water and Waste Water", published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation, 13th Edition, 1971, including such revisions thereof as may be made subsequent to the date of this contract which are approved in writing by the District and the State.



(e) "Federal Central Valley Project" (FCVP) shall mean the Central Valley Project of the United States.

(f) "Four-River Basin Index" shall mean the most current forecast of Sacramento Valley unimpaired runoff as presently published in the California Department of Water Resources Bulletin 120 for the sum of the flows of the following: Sacramento River above Bend Bridge near Red Bluff; Feather River, total inflow to Oroville Reservoir; Yuba River at Smartville; American River, total inflow to Folsom Reservoir. The May 1 or special June 1 forecast shall continue in effect until the February 1 forecast of the next succeeding year.

(g) "State-Water Project" (SWP) shall mean the State Water Resources Development System as defined in Section 12931 of the Water Code of the State of California.

(h) "SWRCB" shall mean the State Water Resources Control Board.

(i) "Subnormal snowmelt year" shall mean any year when the May 1 or special June 1 forecast of the Four-River Basin Index during the period April through July as reported in the California Department of Water Resources Bulletin 120 is less than 5.9 million acre-feet. The special June 1 forecast may be requested by either party with all costs to be paid by the State when the May 1 forecast is more than 5.7 million acre-feet and less than 6.1 million acre-feet.

## 2. Water Quality and Monitoring.

(a) The State will operate the SWP to provide water qualities in Old River at Indian Slough for the period

April 1 through October 31 of each year at least equal to the better of (1) the standards adopted by the SWRCB as they may be established from time to time; or (2) the criteria established in this contract as identified on the graph included as Attachment B. The 14-day running average of the mean daily EC shall not exceed the values determined from the Attachment B graph using the Four-River Basin Index.

(b) The Attachment B criteria will apply to water in Old River at Indian Slough. However, the initial point of measurement will be at the District's pumping plant No. 1. The State will install the necessary monitoring equipment at pumping plant No. 1 and will be responsible for the cost of maintaining the equipment. The District will operate the equipment and furnish records of all measurements at regular intervals to the State.

(c) If there is a difference of more than 0.1 EC in the 14-day running average between Old River at Indian Slough and the District's pumping plant No. 1 when the District is diverting more than 100 cubic feet per second, a joint study will be made by the State and the District to determine the cause. The State and the District shall jointly seek correction of the problem. If the degradation is not caused by the State, and if the degradation cannot be eliminated, the State shall have the option of establishing the measuring site in Old River at Indian Slough; however, the quality at the District's pumping plant No. 1 will continue to be recorded with equipment installed by the State.

(d) When and if a delta transfer facility referred to in Section 12934(d)(3) of Part 6 of Division 6 of the California Water Code is constructed and operating and all California Environmental Quality Act requirements for that project have been complied with, Attachment C shall be substituted for Attachment B as the minimum criteria to apply thereafter.

3. Emergency Provisions.

(a) If a structural emergency occurs such as a levee failure or a failure of a SWP facility, which results in the State's failure to meet the water quality criteria, the State shall not be in breach of this contract if it makes all reasonable efforts to operate SWP facilities so that the water quality criteria will be met again as soon as possible. For any period in which SWP failure results in failure of the State to meet the water quality criteria, the State shall waive payment under Article 8(a), prorated for that period, and the amount shall be deducted from the next payment due.

(b) (i) A drought emergency shall exist when all of the following occur and shall continue as long as all of the following continue to exist:

(1) The Four-River Basin Index is less than an average of 9,000,000 acre feet in two consecutive years (which occurred in 1933-4 and 1976-7); and

(2) An SWRCB emergency regulation is in effect providing for the operation of the SWP to maintain water quality different from that provided in this contract; and

(3) The water supplied to meet annual entitlements of SWP agricultural contractors in the San Joaquin Valley is being reduced by at least 50 percent of these agricultural entitlements (it being the objective of the SWP to avoid agricultural deficiencies in excess of 25 percent) or the total of water supplied to meet annual entitlements of all SWP contractors is being reduced by at least 15 percent of all entitlements, whichever results in the greater reduction in acre-feet delivered.

(ii) Notwithstanding the provisions of Article 2(a), when a drought emergency exists, the emergency water quality criteria of the SWRCB shall supersede the water quality requirements of this contract to the extent of any inconsistency; provided, however, that the State shall use all reasonable efforts to preserve Delta water quality, taking into consideration both the limited water supply available for that purpose and recognizing the priority established for Delta protection referred to in Recital (g).

(iii) When a drought emergency exists and an overland supply is not available to an individual water user comparable in quality and quantity to the water which would have been available to the user under Attachment B, the State shall compensate the user for loss of net income for each acre either (A) planted to a more salt-tolerant crop in the current year, (B) not planted to any crop in the current year provided such determination not to plant was reasonable based on the drought emergency, or (C) which had a reduced yield due to the drought emergency, calculated on the basis of the user's average net income for any

three of the prior five years for each such acre. A special contract claims procedure shall be established by the State to expedite and facilitate the payment of such compensation.

4. Water Surface Elevation. The State shall not operate the SWP so as to cause the water surface elevation at the District's pumping plant No. 1 to fall below - 2.30 feet, District datum (0.0 on District datum is equal to +0.35 feet USGS datum) during the period April 1 through October 31 of each year.

5. Place of Use of Water.

(a) No water diverted at Indian Slough under this contract for use within the District shall be used or otherwise disposed of outside the District.

(b) All return flow water from water diverted within the District under this contract shall be returned to the Delta channels. Subject to the provisions of this contract concerning the quality and quantity of water to be made available to the District, and to any reuse or recapture by water users within the District, the District relinquishes any right to such return flow, and as to any portion thereof which may be attributable to the SWP, the District recognizes that the State has not abandoned such water.

(c) If water is attempted to be used or otherwise disposed of outside the District so that the State's rights to return flow are interfered with, the State may seek appropriate administrative or judicial action against such use or disposal.

(d) This article shall not relieve any water user of the responsibility to meet discharge regulations legally imposed.

6. Scope of Contract.

(a) During the term of this contract:

(i) This contract shall constitute the full and sole agreement between the State and the District as to (1) the vested water rights of the District to divert water from Indian Slough, (2) the quality of water which shall be in Old River at Indian Slough, and (3) the payment for the assurance given that water of such quantity and quality shall be available for reasonable and beneficial uses on lands within the District. Said uses shall not be disturbed or challenged by the State and the District shall not claim any right against the State in conflict with the provisions hereof so long as this contract remains in full force and effect.

(ii) The State recognizes a pre-1914 appropriative right of the District to divert from the Delta at Indian Slough for use within the District. The State shall furnish such water as may be required within the District, up to 50,000 acre-feet per year at a rate of 200 cubic feet per second, to the extent not otherwise available under the water rights of the District.

(b) Nothing herein contained is intended to or does limit rights of the District against others than the State, or the State against any person other than the District and water users within the District.

(c) This contract shall constitute a full agreement between the State and the District concerning all water rights of the District to divert from Indian Slough.

(d) The District agrees to defend affirmatively as reasonable and beneficial the water qualities established in this contract. The State agrees to defend affirmatively as reasonable and beneficial the use of water required to provide and sustain the qualities established in this contract. The State agrees that such use should be examined only after determination by a court of competent jurisdiction that all uses of water exported from the Delta by the State and by the United States for agricultural, municipal, and industrial purposes are reasonable and beneficial, and that irrigation practices, conservation efforts, and groundwater management within areas served by such exported water should be examined in particular.

(e) The District consents to the State's export of water from the Delta so long as this contract remains in full force and effect and the State is in compliance herewith.

7. Term of Contract.

(a) This contract shall continue in full force and effect until such time as it may be terminated by the written consent and agreement of all of the parties hereto, provided that 40 years after execution of this contract and every 40 years thereafter, there shall be a six-month period of adjustment during which any party to this contract can negotiate with the other parties to revise the contract as to the provisions set out in Article 8. If, during this period, agreement as to a requested

revision cannot be achieved, the parties shall petition a court of competent jurisdiction to resolve the issue as to the appropriate payment to be made under Article 8. In revising Article 8, the court shall review water quality and supply conditions within the District under operation of the FCVP and SWP as opposed to conditions had there been no FCVP and SWP, and identify any reimbursable benefits allocated to the District resulting from operation of the FCVP and SWP, offset by any detriments caused thereby. Until such time as any revision is final, including appeal from any ruling of the court, the contract shall remain in effect as without such revision.

(b) In the event this contract terminates, the parties' water rights to quality and quantity shall exist as if this contract had not been entered into.

8. Amount and Method of Payment for Water.

(a) The District shall pay each year as consideration for the assurance that an adequate water supply and the specific water quality set forth in this contract will be maintained, the sum of eleven thousand dollars (\$11,000.00). The annual payments shall be made to the State one-half on or before January 1 and one-half on or before July 1 of each year commencing with January 1, 1982.

(b) In the event that the gross area of the District changes by more than 1,000 acres, the payment established in (a) of this Article will be modified. The modified payment shall bear the same relation to the payment specified in (a) of this Article, as adjusted according to (c) of this Article, that



the new gross area bears to the present gross area of approximately 20,000 acres, and shall be effective the year following the change in area.

(c) The payment established in (a) of this Article shall be subject to adjustment as of January 1, 1987, and every fifth year thereafter. The adjusted payment shall bear the same relation to the payment specified in (a) of this Article, as modified according to (b) of this Article, that the mean of the State's latest projected Delta Water Rate for the five years beginning with the year of adjustment bears to \$10.00 per acre-foot; provided that, no adjusted payment shall exceed the previous payment by more than 25 percent.

(d) The payments provided for in this article shall be deposited by the State in trust in the California Water Resources Development System Revenue Account in the California Water Resources Development Bond Fund. The trust shall continue for five years (or such longer period as the State may determine) but shall be terminated when the United States executes a contract as provided in Article 9 with the State and the District at which time the proportion of the trust fund shall be paid to the United States (with a pro rata share of interest) that reflects the degree to which the operation of the FCVP has contributed to meeting the water quality standards under this contract as determined solely by the State. In the event that the United States has not entered into such a contract before the termination of the trust, the trust fund shall become the sole property of the State.

9. Participation of the United States. The District will exercise its best efforts to secure United States joinder and concurrence with the terms of this contract and the State will diligently attempt to obtain the joinder and concurrence of the United States with the terms of this contract and its participation as a party hereto. Such concurrence and participation by the United States in this contract shall include a recognition ratified by the Congress that the excess land provisions of Federal reclamation law shall not apply to this contract.

10. Remedies.

(a) The District shall be entitled to obtain specific performance of the provisions of this contract by a decree of the Superior Court requiring the State to meet the standards set forth in this contract. If the water quality in Old River at Indian Slough deteriorates from that provided in this contract, then, at the request of the District, the State shall cease all diversions to storage in SWP reservoirs or release stored water from SWP reservoirs or cease all export by the SWP from Delta channels, or any combination of these, to the extent that such action will further State compliance with the water quality standards set forth in this contract, except that the State may continue to export from Delta channels to the extent required to meet water quality requirements in contracts with the Delta agencies specified in Section 11456 of the California Water Code.

(b) If the State's operation of the SWP causes the water surface elevation at District Pumping Plant No. 1 to fall

below that provided in Article 4, and export by the SWP from Delta channels is not enjoined, the State shall pay for resultant increased operating costs of the District.

(c) To the extent permitted by law, the State agrees to forego the use of eminent domain proceedings to acquire water rights of the District or any rights acquired under this contract for water or water quality maintenance for the purpose of exporting such water from the Delta. This provision shall not be construed to prohibit the utilization of eminent domain proceedings for the purpose of acquiring land or any other rights necessary for the construction of water facilities.

(d) Except-as provided in the water quality assurances in Article 2 and the provisions of Article 4 and Article 6, neither the State nor its officers, agents, or employees shall be liable for or on account of:

(i) The control, carriage, handling, use, disposal, or distribution of any water outside the facilities constructed, operated and maintained by the State.

(ii) Claims of damage of any nature whatsoever, including but not limited to property loss or damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal or distribution of any water outside of the facilities constructed, operated and maintained by the State.

(e) The use by the District or the State of any remedy specified herein for the enforcement of this contract is

not exclusive and shall not deprive either from using any other remedy provided by law.

11. Comparable Treatment. In the event that the State gives on the whole substantially more favorable treatment to any other Delta entity under similar circumstances than that accorded under this contract to the District, the State agrees to renegotiate this contract to provide comparable treatment to the District under this contract.

#### GENERAL PROVISIONS

12. Amendments. This contract may be amended or terminated at any time by mutual agreement of the State and the District.

13. Reservation With Respect to State Laws. : Nothing herein contained shall be construed as estopping or otherwise preventing the District, or any person, firm, association, corporation, or public body claiming by, through, or under the District, from contesting by litigation or other lawful means, the validity, constitutionality, construction or application of any law of the State of California.

14. Opinions and Determinations. Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

15. Successors and Assigns Obligated. This contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

16. Assignment and Subcontract. The District may enter into subcontracts with water users within the District in which the assurances and obligations provided in this contract as to such water users are assigned to the area covered by the subcontract. The District shall remain primarily liable and shall make all payments required under this contract. No assignment or transfer of this contract, or any part hereof, rights hereunder, or interest herein by the District, other than a subcontract containing the same terms and conditions, shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose. No assignment or transfer of this contract, or any part hereof, rights hereunder, or interest herein by the State shall be valid except as such assignment or transfer is made pursuant to and in conformity with applicable law.

17. Books, Records, Reports, and Inspections Thereof. Subject to applicable State laws and regulations, the District shall have full and free access at all reasonable times to the SWP account books and official records of the State insofar as the same pertain to the matters and things provided for in this contract, with the right at any time during office hours to make copies thereof, and the proper representatives of the State shall have similar rights with respect to the account books and records of the District.

18. Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to a default, or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter.

19. Assurance Relating to Validity of Contract. Promptly after the execution and delivery of this contract, the District shall file and prosecute to a final decree, including any appeal therefrom to the highest court of the State of California, in a court of competent jurisdiction a special proceeding for the judicial examination, approval, and confirmation of the proceedings of the District's Board of Directors and of the District leading up to and including the making of this contract and the validity of the provisions thereof as a binding and enforceable obligation upon the State and the District. If, in this proceeding or other proceeding before a court of competent jurisdiction, any portion of this contract should be determined to be constitutionally invalid, then the remaining portions of this contract shall remain in full force and effect unless modified by mutual consent of the State and the District.

20. Notices. All notices that are required either expressly or by implication to be given by one party to the other shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage prepaid, envelope and deposited in a United States Post Office. Unless or until formally notified otherwise, the District shall address all notices to the State as follows:

Director, Department of Water Resources.  
P. O. Box 388  
Sacramento, California 95802

and the State shall address all notices to the District as follows:

East Contra Costa Irrigation District  
P. O. Box 696  
Brentwood, California 94513

IN WITNESS WHEREOF, the parties hereto have executed  
this contract on the date first above written.

Approved as to legal form  
and sufficiency:

By *P. A. Turner*  
Chief Counsel  
Department of Water Resources

STATE OF CALIFORNIA

By *Ronald B. White*  
Department of Water Resources

Approved as to legal form  
and sufficiency:

By *Craig Barry*  
General Counsel  
East Contra Costa Irrigation  
District

EAST CONTRA COSTA IRRIGATION  
DISTRICT

By *Russell De Martini*  
Chairman  
Board of Directors

CONTRACT AMONG THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA,  
EAST CONTRA COSTA IRRIGATION DISTRICT,  
AND CONTRA COSTA WATER DISTRICT

This contract is made this 11 day of April, 1991,  
among the Department of Water Resources of the State of  
California (DWR), East Contra Costa Irrigation District (ECCID),  
and Contra Costa Water District (CCWD).

RECITALS

A. ECCID and DWR made a contract on January 7, 1981,  
hereinafter referred to as the "DWR - ECCID contract," which  
contains the following provision:

"The State recognizes a pre-1914 appropriative  
right of the District to divert from the Delta at  
Indian Slough for use within the District. The State  
shall furnish such water as may be required within the  
District, up to 50,000 acre-feet per year at a rate of  
200 cubic feet per second, to the extent not otherwise  
available under the water rights of the District."

B. ECCID and CCWD made a contract on May 16, 1990  
(hereinafter referred to as "the Districts' contract") whereby  
ECCID shall transfer and assign to CCWD an entitlement to the use  
for municipal and industrial purposes, of water furnished by DWR

DWR



pursuant to the DWR - ECCID contract and which contains the following provision:

"This agreement shall not become effective unless and until the DWR delivers to CCWD a written confirmation satisfactory to CCWD that the execution of this agreement shall not effect the obligations of the State of California under the 1981 contract and that the State of California shall permanently furnish to CCWD the East Contra Costa M & I Supply, if, as and when each "Block" as referenced in Section 7 hereof is transferred, for use in the area described in Exhibit A."

#### AGREEMENT

The parties agree as follows:

1. CCWD and ECCID agree that this contract provides a confirmation by DWR satisfactory to meet the conditions in the Districts' contract described in Recital B.
2. DWR consents to the diversion of water under the DWR - ECCID contract at the Rock Slough intake of the Contra Costa Canal for treatment by CCWD and service to municipal and industrial users within the service area of East Contra Costa Irrigation District as shown on Attachment A to the DWR - ECCID

contract under the following conditions but only so long as the conditions are complied with:

- a. The DWR - ECCID contract remains in effect.
- b. The water quality criteria established by the DWR - ECCID contract for Indian Slough at Old River are not made better than current levels.
- c. The combined rate of diversion under the DWR - ECCID contract at all points shall not at any time exceed 200 cubic feet per second.
- d. The diversion of water by CCWD under the DWR - ECCID contract shall occur only at the Rock Slough intake of the Contra Costa Canal.
- e. The place of use of water diverted by CCWD under the DWR - ECCID contract shall be limited to the service area of ECCID as shown on Attachment A of the DWR - ECCID contract.
- f. The diversion of water by CCWD under the DWR - ECCID contract at the Rock Slough intake to the Contra Costa Canal does not result in a greater measurable water burden on the State Water Project and its operations than would have existed if the water were used solely for agricultural purposes within ECCID and if the water were diverted at the ECCID diversion facility on Indian Slough.
- g. ECCID and CCWD shall submit to DWR on or before January 1 of each year a schedule of their estimated diversions

of water under the DWR - ECCID contract at each point of diversion. If DWR determines that the scheduled diversions would cause a greater measurable water burden as described in subsection f above, DWR shall make such temporary modifications of the scheduled diversions at Rock Slough as it deems necessary to avoid such greater measurable water burden, shall immediately notify ECCID and CCWD and thereupon the parties hereto shall negotiate a schedule that does not create such greater measurable water burden.

h. CCWD shall be the lead agency for complying with the requirements of the California Environmental Quality Act with respect to the CCWD - ECCID contract and this contract. CCWD shall submit to DWR a finally approved environmental document under the California Environmental Quality Act with the first schedule for estimated deliveries under Paragraph 2g.

i. ECCID shall remain in compliance with the terms of the DWR - ECCID contract.

j. Rights to compensation under the DWR - ECCID contract for losses due to lowered water quality during drought or other emergencies shall be limited to economic losses suffered by agricultural users within the service area of ECCID.

3. This contract may be signed in multiple counterparts all of which taken together shall constitute one single agreement.

IN WITNESS HEREOF the parties hereto have executed this contract on the date first written above.

Approved as to legal form and sufficiency:

By: \_\_\_\_\_  
Chief Counsel  
Department of Water  
Resources

Approved as to legal form and sufficiency:

By: *[Signature]*  
General Counsel  
East Contra Costa  
Irrigation District

Approved as to legal form and sufficiency:

By: \_\_\_\_\_  
General Counsel  
Contra Costa Water District

STATE OF CALIFORNIA

By: \_\_\_\_\_  
Director  
Department of Water  
Resources

EAST CONTRA COSTA IRRIGATION DISTRICT

By: *[Signature]*  
Chairman  
Board of Directors

CONTRA COSTA WATER DISTRICT

By: \_\_\_\_\_  
General Manager

*(Original fully signed)*

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

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AMENDMENT NO. 1  
TO THE AGREEMENTS  
ON DIVERSION OF WATER FROM THE SACRAMENTO/SAN JOAQUIN DELTA  
AMONG  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,  
EAST CONTRA COSTA IRRIGATION DISTRICT,  
AND  
CONTRA COSTA WATER DISTRICT

THIS AMENDMENT is made and entered into this 7<sup>th</sup> day of February, 2000,  
by and among the Department of Water Resources of the State of California, hereinafter called  
DWR; East Contra Costa Irrigation District, hereinafter called ECCID; and Contra Costa Water  
District, hereinafter called CCWD.

RECITALS

WHEREAS, DWR and ECCID entered into a contract on January 7, 1981 titled  
"Contract Between the State of California Department of Water Resources and the  
East Contra Costa Irrigation District for the Assurance of a Dependable Water Supply of  
Suitable Quality" describing the nature and extent of ECCID's rights between ECCID and  
DWR for the diversion of water by ECCID from Indian Slough and the obligations of DWR

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for maintaining a water supply of adequate quality for reasonable and beneficial use within ECCID; and

WHEREAS, DWR, ECCID and CCWD entered into a contract on April 11, 1991 titled "Contract Among the Department of Water Resources of the State of California, East Contra Costa Irrigation District, and Contra Costa Water District," whereby DWR consented to the diversion of water under the January 7, 1981 DWR-ECCID contract at the Rock Slough intake of the Contra Costa Canal for treatment by CCWD and service to municipal and industrial users within the service area of ECCID as shown on Attachment A to the 1981 DWR-ECCID contract; and

WHEREAS, ECCID and CCWD wish to amend certain provisions of those contracts to allow diversions under both contracts at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River; and

WHEREAS, ECCID and CCWD wish to increase the allowable rate of diversion at the above locations; and

WHEREAS, DWR, ECCID, and CCWD wish to clarify certain language contained in those contracts defining the allowable place of use for water diverted under the 1981 DWR-ECCID contract; and

WHEREAS, DWR is agreeable to the requested changes, provided the conditions in this Amendment No. 1 are met; and

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WHEREAS, ECCID and CCWD have approved, but not yet executed, a Water Sales Agreement dated March 17, 1999; and the intent of Article 3.3 of that Agreement, "Place of Use," describes the same lands described in Article 1(c) of the 1981 DWR-ECCID contract, as amended; and

WHEREAS, DWR is not a party to the Water Sales Agreement, and its consent is required for use of water on lands other than lands described in Article 1(c) of the 1981 DWR-ECCID contract, as amended, whether such use occurs as part of the programs described in the Water Sales Agreement as Firm Water Rights Supply, the Shortage Water Supply, or the Interim Water Supply;

NOW THEREFORE, the parties agree upon the following terms and conditions.

AGREEMENT

The January 7, 1981 contract between DWR and ECCID is amended as follows:

Article 1.(c) is amended to read: "District" shall mean the East Contra Costa Irrigation District and shall include all of the lands within the jurisdiction of the East Contra Costa Irrigation District at the time Amendment No. 1 to this contract is executed and all lands which may hereafter be annexed to ECCID which are within the area shown on the revised Attachment A.

Subdivision (e) to Article 2. is added to read: The water quality criteria at Indian Slough alone shall govern under this contract, as amended. Nothing in this contract, as amended, or the 1991 DWR-ECCID-CCWD contract, as amended, imposes an obligation on DWR to maintain any water quality standards at either the Contra Costa

Canal intake at Rock Slough, or the Los Vaqueros Project intake at Old River which may differ from those at Indian Slough.

Article 5.(a) is amended to read: No water diverted at Indian Slough, the Contra Costa Canal intake at Rock Slough, or the Los Vaqueros Project intake at Old River under this contract, as amended, shall be used or otherwise disposed of outside the District as defined in Article 1(c) of this contract, as amended, without the prior written consent of the Department.

Subdivision (e) to Article 5. is added to read: ECCID shall notify DWR when ECCID boundaries change by more than 1,000 acres. ECCID shall submit to DWR documentation of CEQA compliance for ECCID boundary changes.

Article 6.(a)(i) is amended to read: This contract, as amended, shall constitute the full and sole agreement between DWR and ECCID as to (1) the rights of ECCID to divert water from Indian Slough, the Contra Costa Canal intake at Rock Slough, or the Los Vaqueros Project intake at Old River; and (2) the quality of water which shall be in Old River at Indian Slough; and (3) the payment for the assurance given that water of such quantity at the three intake locations and quality at Indian Slough shall be available for reasonable and beneficial uses on District lands as defined in Article 1(c) of this contract, as amended. Said uses shall not be disturbed or challenged by DWR, and ECCID shall not claim a right against DWR in conflict with the provisions hereof so long as this contract, as amended, remains in full force and effect.



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Article 6.(a)(ii) is amended to read: DWR recognizes a pre-1914 appropriative right of ECCID to divert from the Delta for use on District lands as defined in Article 1(c) of this contract, as amended. DWR shall furnish such water as may be required within the District as defined in Article 1(c) of this contract, as amended, up to 50,000 acre-feet per year at a rate of up to 250 cubic-feet-per-second, to the extent not otherwise available to ECCID under the water rights of ECCID.

Subdivision (a)(iii) to Article 6. is added to read: All diversions by ECCID under this contract, as amended, shall be metered. ECCID shall maintain records of all water diverted under this contract, as amended, at each location. The method for distinguishing between CCWD's and ECCID's diversions at Rock Slough and the Los Vaqueros Project intake shall be submitted to and approved by DWR prior to the commencement of diversions at those locations. ECCID shall submit to DWR an annual record of its diversions at each location by March 1 of the year following the diversions. DWR shall have the right to inspect the measuring devices and diversion records at any time.

Article 6.(c) is amended to read: This contract, as amended, shall constitute a full agreement between DWR and ECCID concerning all water rights of ECCID to divert from Indian Slough, the Contra Costa Canal Intake at Rock Slough, and the Los Vaqueros intake at Old River.

Delete Article 10.(a)

The April 11, 1991 contract between DWR, ECCID, and CCWD is amended as follows:

Delete Recital A.

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Article 2. is amended to read: DWR consents to the diversion of water under the 1981 DWR-ECCID contract, as amended, at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River for treatment by CCWD and service to municipal and industrial users on District lands as defined in Article 1(c) of that contract, as amended, subject to compliance with the following conditions:

Article 2.(c) is amended to read: The combined rate of diversion under the 1981 DWR-ECCID contract, as amended, at all points shall not at any time exceed 250 cubic-feet-per-second.

Article 2.(d) is amended to read: The diversion of water by CCWD under the 1981 DWR-ECCID contract, as amended, shall occur only at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River.

Article 2.(e) is amended to read: The place of use of water diverted by CCWD under the 1981 DWR-ECCID contract, as amended, shall be limited to the lands as defined in Article 1(c) of that contract, as amended.

Article 2.(f) is amended to read: The diversion of water by CCWD under the 1981 DWR-ECCID contract, as amended, at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River does not result in a greater measurable water burden on the State Water Project and its operations than would have existed if the water were used solely for agricultural purposes on lands as defined

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in Article 1(c) of that contract, as amended, and if the water were diverted at the ECCID diversion facility on Indian Slough.

Article 2.(g) is amended to read: ECCID and CCWD shall submit to DWR on or before January 1 of each year a schedule of their estimated diversions of water under the 1981 DWR-ECCID contract, as amended, at each point of diversion. If DWR determines that the scheduled diversions would cause a greater measurable water burden as described in subsection 2(f), DWR shall make such temporary modifications of the scheduled diversions at Rock Slough and the Los Vaqueros Project intake as it deems necessary to avoid such greater measurable water burden and shall immediately notify ECCID and CCWD. Thereupon the parties hereto shall negotiate a schedule that does not create such greater measurable water burden.

Subsection (k) to Article 2. is added to read: CCWD shall maintain records of all water diversions at the Rock Slough intake of the Contra Costa Canal and the Los Vaqueros Project intake at Old River which clearly distinguish between CCWD diversions and diversions under the 1981 DWR-ECCID contract, as amended. The method for distinguishing CCWD's and ECCID's diversions at Rock Slough and the Los Vaqueros Project intake shall be submitted to and approved by DWR prior to the commencement of diversions. ECCID shall furnish to DWR on or before March 1 of the calendar year following the diversions a record of all water diverted under the 1981 DWR-ECCID and 1991 DWR-ECCID-CCWD contracts, as amended. DWR shall have the right to inspect the measuring devices and diversion records at any time.

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All other provisions of the January 7, 1981 DWR-ECCID contract and the April 11, 1991 DWR-ECCID-CCWD contract remain in full force and effect. Nothing in this Amendment No. 1 shall be construed as DWR approval of the Water Sales Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Amendment No. 1 to the January 7, 1981 contract between DWR-ECCID and the April 11, 1991 contract among DWR-ECCID-CCWD, which Amendment becomes effective on the date first set forth above.

Approved as to legal form  
and sufficiency:

Susan N. Weber

Chief Counsel  
Department of Water Resources

2-7-00

Chief Counsel  
Date

Approved as to legal form  
and sufficiency:

Sam M. Dyer

General Counsel  
East Contra Costa Irrigation District

February 8, 2000

Date

Approved as to legal form  
and sufficiency:

Carl P. A. Nelson

General Counsel  
Contra Costa Water District

2/16/00

Date

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Shawn M. Hamby  
Director

2-7-00

Date

EAST CONTRA COSTA IRRIGATION DISTRICT

Don E. Christensen

Chairman  
Board of Directors

February 8, 2000

Date

CONTRA COSTA WATER DISTRICT

[Signature]

~~General Manager~~ President

2/16/00

Date

[illegible]

First diversions began in 1914. Records for 1914, 1915 and 1916 not available.

# SURFACE WATER SUPPLY

Seasonal full natural runoff  
of combined Sacramento and San  
Joquin rivers and tributaries

(Compiled from reports of  
the Department of Water Resources)

at intake of  
at District of  
at intake of

(Compiled from reports of  
the Department of Water Resources)

Season	Percent of normal	1907-1957	1958-1965	1966-1975
to Sept. 30				
1919-1920	58	10-24	380	-1.60
1920-1921	131	-	-	-1.60
1921-1922	113	-	-	-1.60
1922-1923	83	-	-	-1.60
1923-1924	82	10-24	380	-1.60
1924-1925	86	-	-	-1.60
1925-1926	66	10-24	380	-1.60
1926-1927	134	-	-	-1.90
1927-1928	93	9-18	160	-1.90
1928-1929	49	8-18	160	-2.50
1929-1930	74	8-24	210	-2.80
1930-1931	34	10-22	2000	-2.45
1931-1932	87	-	-	-1.80
1932-1933	54	10-6	150	-2.15
1933-1934	148	10-6	720	-2.16
1934-1935	101	-	-	-1.87
1935-1936	105	-	-	-1.80
1936-1937	88	-	-	-1.80
1937-1938	188	-	-	-2.11
1938-1939	49	9-18	320	-2.35
1939-1940	127	-	-	-2.70
1940-1941	153	-	-	-2.15
1941-1942	143	-	-	-2.50
1942-1943	125	-	-	-1.80
1943-1944	62	-	-	-1.65
1944-1945	95	-	-	-1.55
1945-1946	102	-	-	-1.80
1946-1947	60	-	-	-1.90
1947-1948	88	-	-	-2.20
1948-1949	69	-	-	-1.90
1949-1950	85	-	-	-1.50
1950-1951	134	-	-	-1.50
1951-1952	168	-	-	-1.15
1952-1953	106	-	-	-1.80
1953-1954	94	-	-	-1.80
1954-1955	63	-	-	-1.80
1955-1956	175	-	-	-1.60
1956-1957	82	-	-	-1.60
1957-1958	166	-	-	-1.70
1958-1959	66	-	-	-1.80
1959-1960	70	-	-	-2.10
1960-1961	61	-	-	-2.10
1961-1962	91	-	-	-1.80
1962-1963	129	-	-	-1.70
1963-1964	63	-	-	-1.80
1964-1965	152	-	-	-1.90

\*100 percent = Average for 50-year period 1907-1957 = 27,500,000 acre-feet.

# DISTRIBUTION OF WATER PUMPED FOR IRRIGATION USE IN 1965

	Acres-Feet
Pumped from Indian Slough through Station #1	32,320
Pumped into Main Canal from Well #2	252
Pumped into Main Canal from Well #3	1,128
Pumped into Main Canal from Well #4	504
Pumped into Main Canal from Well #5	189
Pumped into Lateral #3 North from Well #6	161
Pumped into Lateral #3 North from Well #8	3
Pumped into Lateral #3 North from Well #12	47
Pumped into Lateral #3 North from Well #13	7
Pumped into Lateral #3 North from Well #7	112
Pumped into Lateral #3 North from Well #10	120
Pumped into Lateral #3 North from Well #11	166
Pumped into Lateral #3 North from Well #9	91
Pumped into Lateral #3 North from Well #1	132
Pumped into Lateral #3 North from Well #14	77

Total water pumped at sources of supply . . . . . 35,309

## MAIN CANAL

Canal	From Indian Slough	From Wells and Sumps	Total Received	Delivered to Laterals	Conveyance and Seepage Losses	Avg. Wt'd Per Lift
	Acres-Feet	Acres-Feet	Acres-Feet	Acres-Feet	Acres-Feet	Cents Feet
Main	32,320	2,073	34,393	34,323	70	0.2 92.8

## DISTRIBUTARIES

Lateral canals and pipes	Received from Main Canal	Received from Wells & Sumps	Total Received	Delivered at service points	Conveyance and Seepage Losses	Height of Main Canal
	Acres-Feet	Acres-Feet	Acres-Feet	Acres-Feet	Acres-Feet	Per lift in Feet
#2 North	1,611	0	1,611	1,611	0	33
#2 A No. Pipe	123	0	123	123	0	33
#2 B No. Pipe	81	0	81	81	0	33
#2 North Pump	313	0	313	313	0	41
#3 North	5,042	218	5,260	5,056	204	3.9 47
#3 North Pipe	121	0	121	121	0	47
#3 A North	88	0	88	88	0	47
#3 B North	96	0	96	96	0	47
#3 South	94	0	94	94	0	47
#3 South Pipe	224	0	224	224	0	47
#4 North	5,218	621	5,839	5,516	323	5.0 61
#4 A No. Pipe	168	0	168	168	0	61
#4 South	359	0	359	359	0	61
#4 South Pipe	178	0	178	178	0	61
#4 South Pump	99	0	99	99	0	70
#5 North	3,168	0	3,168	3,168	0	80
#5 South	1,660	0	1,660	1,660	0	80
#5 South Pipe	146	0	146	146	0	80
#6 North	3,594	77	3,671	3,348	323	8.8 99
#6 North Pipe	2	0	2	2	0	99
#6 A North	1,81	0	1,81	1,81	0	99
#6 A No. Pipe	216	0	216	216	0	99
#6 B North	1,510	0	1,510	1,510	0	99
#6 South	2,022	0	2,022	1,932	90	4.5 99
#6 So. Pipe	140	0	140	140	0	99



# **TABLE IV** **IRRIGATED AREAS AND WATER CONSUMPTION**

1965

Crops	Area (Acres)	Water Consumed (Acre-feet)	Water Consumed (Acre-feet)
Trees	10,372	20,278.9	1.96
Trees and vegetables	37	244.3	2.81
Vegetables and melons	2,915	4,150.1	2.08
Vegetables & barley (double crop)	1,121	2,051.2	2.34
Trees and alfalfa	77	122.0	1.03
Trees and vines	25	32.0	1.28
Alfalfa, grain, miscellaneous	1,322	2,924.4	2.21
Totals	16,540	33,760.0	2.04

32,694.7 acre-feet sold at \$7.50 per acre-foot ..... \$245,210.25  
 920.9 acre-feet sold at \$12.00 per acre-foot ..... 11,050.80  
 144.6 acre-feet sold at \$15.00 per acre-foot ..... 2,166.00  
 33,760.0 acre-feet sold at a total charge of ..... \$258,427.05

**TABLE V**

# **TOTAL WATER EXTRACTED FROM UNDERGROUND IN 1965**

Pumping Unit	Quantity in acre-feet		Average		Electric energy		Cost of Electric energy	
	Used for	Wasted	Pumping	feet	in kilowatt	hours	Total	Kilowatt
								hour
<b>On Separate Electric Service</b>								
Sump #1	91	7	98	5	1,490	1,160	60.48	0.041
Sump #2	132	0	132	10	1,320	3,204	88.20	0.028
Sump #3	77	0	77	8	616	1,009	48.84	0.048
Well #6	161	179	340	100	34,000	67,986	828.60	0.012
Well #7	112	91	203	75	15,225	23,748	329.55	0.014
Well #8	3	22	25	80	2,000	22,776	425.76	0.019
Well #10	120	78	198	58	11,484	19,924	308.29	0.015
Well #12	47	92	139	50	6,950	17,194	329.48	0.019
Well #13	7	22	29	60	1,740	13,728	171.89	0.013
Well #14	166	216	382	85	32,470	70,812	843.73	0.012
<b>On Main Canal Power Line</b>								
Well #1	504	0	504	112	56,448	95,962	446.81	0.0047
Well #2	252	165	417	35	14,595	33,360	155.33	0.0047
Well #3	189	0	189	150	28,350	48,195	224.40	0.0047
Well #11	1,128	720	1,848	115	212,520	351,120	1,634.86	0.0047
Totals	2,989	1,592	4,581	91.3	418,208	770,478	\$5,896.22	0.0077

418,208 acre-feet pumped from wells and sumps = 428,454 kilowatt-hours.